

1997

COLLECTIVE  
BARGAINING AGREEMENT

NAVY EXCHANGE, COMMANDER,  
U.S.NAVAL FORCES, MARIANAS

AND

AMERICAN FEDERATION  
OF GOVERNMENT  
EMPLOYEES, LOCAL 1689, INC.,  
AFL-CIO

## TABLE OF CONTENTS

Article	Title	Page
<b>1</b>	<b>PREAMBLE/ WITNESSETH.....</b>	<b>3</b>
1	RECOGNITION AND UNIT DESIGNATION .....	3
2	RIGHTS AND REGULATIONS .....	4
3	MATTERS FOR DISCUSSION.....	4
4	RIGHTS OF THE EMPLOYER.....	5
5	UNION RIGHTS.....	5
6	ASSOCIATE’S RIGHTS.....	7
7	REPRESENTATION.....	8
8	EMPLOYER-UNION COMMUNICATION .....	10
9	EQUAL EMPLOYMENT OPPORTUNITY .....	10
10	PAY BANDING.....	11
11	WAGES AND WAGE SURVEYS.....	12
12	HOURS OF WORK .....	12
13	OVERTIME .....	13
14	HOLIDAYS .....	14
15	ANNUAL LEAVE.....	15
16	SICK LEAVE .....	15
17	OTHER LEAVE .....	16
18	ENVIRONMENTAL DIFFERENTIAL PAY/ HAZARDOUS WEATHER.....	17
19	ASSOCIATE ASSISTANCE PROGRAM .....	18
20	WORKFORCE REVIEWS .....	19
21	PROMOTIONS AND DETAILS.....	19
22	EMPLOYMENT OF RELATIVES .....	20
23	BUSINESS BASED ACTIONS.....	20
24	DISCIPLINARY ACTION PROCEDURES.....	22
25	GRIEVANCE PROCEDURES .....	24
26	ALTERNATE DISPUTE RESOLUTIONS (ADR) .....	27
27	ARBITRATION .....	27
28	TRAINING.....	29
29	SAFETY.....	29
30	GENERAL PROVISIONS .....	30
31	DUES WITHHOLDING .....	31
32	DURATION OF AGREEMENT .....	32
	EXECUTION .....	34

## **PREAMBLE**

In accordance with provisions of Title VII. Civil Service Reform Act of 1978, hereinafter referred to as the Statue, this agreement is made between the Navy Exchange Commander. U.S. Naval Forces Marianas( COMNAVMARIANAS), hereinafter referred to as "Employer". and the American Federation of Government Employees, Local1689, Incorporated, AFL-CIO. Hereinafter referred to as the "Union". Collectively, the Employer and the Labor Organization shall be known hereinafter as the "parties

## **WITNESSETH**

In accordance with the provisions of the statue, and in consideration of the mutual covenantee's herein set forth.

WHEREAS.

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

- a. Safeguard the public interest
- b. contributes to the effective conduct of public business. and
- c. facilitates and encourages the amicable settlement of disputes between associates and their employers involving conditions of employment.

2. The public interest demand the highest standards of associates performance and the continued development and implementation of modern and progressive work practices. to facilitate and improve associates performance and the efficient accomplishments 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 to follows.

## **ARTICLE 1**

### **RECOGITION AND UNIT DESIGNATION**

Section 1. The Employer herby recognizes that theUnion is the exclusive representative of all associates in the unit (as defined in Section 2 below) and the Union recognizes the responsibility of representing the interests of all such associates under the provisioins of this agreement.

Section 2. The Unit to which this Agreement is applicable is composed of all hourly and salaried associates of the U.S. Navy Exchange, Guam, excluding management officials, supervisors, professional personnel, persons engaged in personnel work other than in a purely clerical capacity, detectives, nonimmigrant aliens, and temporary, casual and confidential associates.

## **ARTICLE 2**

### **RIGHTS AND OBLIGATIONS**

Section 1. The parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting associates in the Unit. This mutual obligation to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement on a personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities. To those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

Section 2. Bargaining is subject to Federal Law, to Government-wide rules and regulations, and to agency rules and regulations when there has been a claim that the rules and regulations are non-negotiable because of compelling need.

Section 3. The parties agree that they have the mutual obligation to each other to conduct labor management relations in a manner which is fair and equitable. A primary goal of the parties is creation and maintenance of constructive, positive relationships.

Section 4. The parties agree that this is a mutual obligation to conduct labor management relations in a constructive manner. The parties are committed to pursuing changes and solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of life, organization performance and readiness. While considering the legitimate interests of associates, the Union and the Employer.

Section 5. It is recognized that this agreement is a living document and the fact that certain matters are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss matters not covered by the agreement, including past practices acknowledged by the Employer, when such matters are appropriate to discuss.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION**

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

Section 2. For purposes of this Agreement, the term discussion means any dialogue, either oral or written, between appropriate officials of the Employer and Union, on specific issues.

Section 3. Collective Bargaining means the performance of the mutual obligations of representatives of the Employer and the Union to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such associates and to execute, if requested by either party, a written document incorporating any collective bargaining reached, but the obligation referred to does not compel either party to agree to a proposal or make concessions.

## **ARTICLE 4**

### **RIGHTS OF THE EMPLOYER**

Section 1. It is agreed and understood that in accordance with the Statute, nothing in this Agreement shall affect the authority of any management official of the Navy Exchange, Guam.

a. To determine the mission, budget, organization, number of associates and internal security practices of the Employer.

b. In accordance with applicable laws -

(1) to hire, assign, direct, layoff and retain associates or to suspend, remove, reduce in grade or pay, or take other disciplinary action against associates:

(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 candidates for promotion 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. This article shall apply to all supplemental, implementing, subsidiary or informal agreements between the Employer and the Union.

## ARTICLE 5

### UNION RIGHTS

Section 1. The Union is entitled to act for and negotiate a collective bargaining agreement covering all associates in the Unit.

Section 2. The Union shall have the opportunity to be represented at:

a. any formal discussion between one or more representatives of the Employer and one or more associates in the Unit or their representatives concerning any grievance or any personal policy or practice or other general condition of employment: or

b. any examination of any associate by a representative of the agency in connection with an investigation, if (1) the associate reasonably believes that the examination may result in disciplinary action against the associate, and (2) the associate requests representation .

Section 3. a. The Union shall be given advance notice and the opportunity to negotiate on any proposed changes and conditions of employment affecting Unit associates: Such notification shall be in the form of a draft of the proposed change and a statement of the reasons for the change. It shall be submitted to the President of the Union for study and comments. Within ten (10) working days after receipt of the notification, the Union may submit comments or ask for a meeting to discuss the matter. If the Union fails to act within that time limit, the Employer may proceed to implement the proposed change and there is no obligation to negotiate. In the event the Union submits comments and/or a meeting is held without resolution of the issues, the party desiring to negotiate the matter must notify the other not later than five (5) working days after the meeting or receipt of the other's final position. Negotiations shall be subject to normal third party proceedings. However, if the change is directed by higher authority and does not affect the provisions of this Agreement, except by law, the change will be implemented and negotiations on the impact or the change may take place.

b. Proposed changes affecting any department of the Exchange shall be discussed with the Chief Steward, who may request it in writing. Should any issue arise, the matter will be referred to the General Manager and Union President.

Section 4. The parties recognize that in some cases the Employer may possess informational or regulatory data which the Union requires in order to represent bargaining unit associates. In such cases, upon request by the Union, and to the extent not prohibited by law, the employer, will furnish such data which is normally maintained by the Employer 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.

## ARTICLE 6

### ASSOCIATE'S RIGHTS

Section 1. Each associate shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each associate shall be protected in the exercise of such right. Except as provided by law, such right includes the right:

a. to act for a labor organization in the capacity of a representative and in that capacity, to present the views of the labor organization to heads of agencies, and other officials of the executive branch of the Government, the Congress, or other appropriate authorities:

b. to engage in collective bargaining with respect to conditions of employment through representation; and

to individually or collectively petition Congress or a Member of Congress, or to furnish information to either House of Congress, or to a Committee or Member thereof.

Section 2. It is further agreed that their rights described in Section 1 do not extend to participation in the management of a labor organization where such participation or activity would result in a conflict or apparent conflict of interest, or otherwise be incompatible with law or with the official duties of an associate.

Section 3. The Employer agrees to take action to assure that:

a. associates are apprised of their rights under this Article:

b. there is no interference with, restraint, or coercion in the exercise by the associate of any right under this Agreement or the Civil Service Reform Act of 1978; and

c. there is no discrimination in connection with hiring, tenure, promotion or other conditions of employment which would encourage or discourage membership in any labor organization.

Section 4. An associate has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the Employer. An associate also has the right to exercise grievance or appellate rights established by law, regulation or this Agreement. Except when presenting a grievance under the negotiated procedure, any associate has the further right to choose one's own representative in appellate proceedings.

Section 5. The Associate has the right to be represented at any examination by a representative of the Navy in connection with an investigation if:

a. associates reasonably believes that the are examination may result in disciplinary action against the associate : and

b. the associate requests representation

The Employer shall semi-annual ly inform associatea of their rights under this section .

Section 6. Nothing in this agreement shall require an associate to become or to remain a member of the Union. or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

## **ARTICLE 7**

### **REPRESENTATION**

Section 1. The Employer agrees to rccognize the officers and stewards of the Union and it shall be kept advised in writing by the Union of the names of its officers and steward/chief steward. The The employer recognizes a chief steward and seven (7) additional stewards and one (1) additional steward for each 100 associates hired subsequent to this agreement. For the reduction of each 100 associates the number of stewards will also he reduced by one. The Union will provide the Employer with sufficient copies of the steward roster to permit the posting of their names of official bulletin boards. Further. the Union will notify the Employer in writing of any change in officers or stewards.

Section 2. Stewards will handle matters at the first-line supervisory level: the chief steward will handle matters at the department manager's level. and the appropriate union officers or designated representative will handle contacts with the General Manager or designated representat ive.

Section 3. The Employer agrees that stewards shall be permitted reasonable time to contact associates for discussion of grievances and other appropriate matters directly related to the work si tuat ion. Prior to leaving their assigned duties. the steward shall first obtain the approval of their supervisor and the supervisor of the associate(s) they wish to contact. The superv isors will also he noti fied When the associate returns to work. In accordance with applicable directives of the Officier of Personnel Management successor to the Civil Service Commission. time used by representatives of the Union for Union activiti es must be identified ( for record purposes ) so as to distinguish it from production functions. Therefore. When a steward is required to stop work to conduct authorized Union business, he/she will obtain oral permission from his/her supervisor and sign a TIME OUT LOG provided by Management. Completion of the TIME OUT LOG will be accomplished by the steward. In order to minimize unproductive time. The steward will contact the supervi sor of the associate to be visited prior to contact with the individual associate. In the event the supervisor denies permission to conduct business with the associate at that time. The supervisor will inform the steward the reason for denial and advise him/her as to when he/she can reasonably expect to be able to contact the associate. There shall not be a delay of longer than one workshift for a steward/chief steward to see an associate on a matter.

Delays would only be based on work-load or emergency considerations. When the supervisor summons the associate in response to the request, the supervisor will designate an area for the conduct of the meeting. Upon his/her return to his/her work assignment, the steward will notify this supervisor of his/her return and sign the TIME OUT LOG. Representational duties will be conducted as promptly as practicable.

Section 4. It is agreed that the chief steward and stewards are encouraged in the performance of their duties to: advise the cognizant supervisor and the Local officials of potential problem areas with a view to improving working conditions for the prevention of complaints and for the mutual benefit of all parties; advise associates to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors; seek to determine the merit of an associate's complaint through the collection and consideration of facts; advise the associate on the merits of the complaint and the actions which it warrants; assist the associate in presenting a complaint to appropriate supervisory personnel when the associate so requests.

Section 5. In the performance of the duties listed in Section 4 above, chief steward/stewards will be allowed to receive, but not solicit, complaints and grievances of associates while in a duty status. It is agreed and understood that during the performance of such duties, the following activities may not be performed during working hours: matters pertaining to internal management of the Union; membership meetings; solicitation for membership; collection of dues and assessments; campaigning for Union office; and distribution or posting of Union literature, notices and authorization cards.

Section 6. Upon request the General Manager agrees to meet with authorized non-employee representatives of the Union during normal working hours to discuss issues under the terms of this agreement.

Section 7. The Union agrees to provide the Employer copies of all material(s) prior to distribution or posting on Exchange Bulletin Boards spaces.

Section 8. Where practicable, the Employer will provide bulletin board space at the work locations where associates notices are normally posted.

Section 9. The Employer will provide the Union with copies of its personnel regulations, parties and procedures that are issued, and any updates.

Section 10. When available at work locations the Employer will make space available to the Union to conduct necessary representational functions. The Union will have access to telephones at the work locations for this purpose.

Section 11. At the request of the Union, the Employer will provide the Union the use of space for meeting.

Section 12. The Employer, upon written request of the Union, will furnish the Union with a listing of name, position, title, grade, and work location of all bargaining unit associates. A monthly listing of newly-hired associates shall be furnished to the Union.

## **ARTICLE 8**

### **EMPLOYER-UNION COMMUNICATION**

Section 1. It is agreed that day-to-day relations, or other matters that may arise concerning the administration or interpretation of this Agreement, between the Employer and the Union shall be dealt with through the following communication channel: for the Union, the President or his/her authorized representative; for the Employer, the General Manager or his/her designated representative. This provision shall not preclude any management official and an associate Union representative from meeting on matters of concern to them.

Section 2. The Union may designate a Union Conference Committee of two (2) members from the Unit which will meet with the General Manager and/or such other management officials as he/she may designate. Such meetings will be held at a site mutually agreed to, scheduled at the request of either party with the concurrence of the other as to the date and time, for the purpose of discussing appropriate matters of current concern and set forth in an agenda to be submitted by the requesting party a minimum of ten (10) working days prior to the meeting. No issues appropriate to the grievance procedures as defined in Article 25 or which require discussion will be discussed at Union Conference Committee Meetings. Only matters of general interest will be suitable material for these meetings. The purpose of these meetings will be to facilitate general communication through the sharing of information.

Section 3. In accordance with applicable regulations the parties agree not to file an Unfair Labor Practice charge until notifying the charged party fifteen (15) calendar days beforehand and attempting to resolve the issue informally.

## **ARTICLE 9**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. It is agreed that equal employment opportunity shall be afforded all associates on the bases of merit, therefore shall be no discrimination against any associates on account of race, color, religion, sex, national origin, age or non-disqualifying handicapping condition. It is further agreed that there shall be no discrimination against any associate on account of marital status or political affiliation.

Section 2. The employer will post on official bulletin boards its policy statement regarding EEO and the names, phone numbers and locations of EEO Counslors who may be contacted in case the associate feels he/she may have been discriminated against.

Section 3. Any associate in the Unit alleging discrimination on any basis as cited in Section 1 above may elect to process the matter under the applicable statutory procedure or the negotiated grievance procedure, but not both. Selection of the negotiated grievance procedures does not prejudice the right of the associate to request the Equal Employment Opportunity Commission to review the final decision in a discrimination grievance case.

Section 4. Processing of grievances of discrimination under the negotiated grievance procedure is covered in Article 25, Section 10 (Grievance Procedures).

## **ARTICLE 10**

### **PAY BANDING**

Section 1. Non-craft and trade bargaining unit positions will be converted to pay banding at existing rates of pay, job titles and series as follows:

AS/PS Position Grade	Pay Band
AS/PS 1-4	NF-1
AS/PS 5-6	NF-2
AS/PS-7	NF-3

The pay banding program will be administered in accordance with applicable regulations and this article.

Section 2. It is understood that Office of Personnel Management, DoD and NEXCOM classification standards are used as guides in classification of any associate position.

Section 3. Annual across-the-board adjustments will be effective on the first pay period beginning on or after the effective date of the new DoD Wage Setting Division wage schedule. Associates who have been employed with the activity for a minimum of ninety (90) calendar days will receive these adjustments regardless of their work performance review ratings.

Section 4. As long as sales and profits support budget, effort is to be made by the Employer to provide associates the benefits of pay increases, such as adjustments in place, merit increases and bonuses, as they may apply.

Section 5. The Employer agrees that within a specific department ( i.e. H8, M3, J3) associates will receive similar types of merit adjustments/bonuses as other associates with same performance review ratings issued under similar sales, profit and expense control results of that department.

Section 6. Work Performance Reviews will not be rated lower for the sole purpose of avoiding the payment of appropriate merit increases/bonuses.

Section 7. The parties recognize that there will be no set rates of pay within a pay band and it will become common for associates to receive different rates of pay in similar jobs within the same pay band. While it is not reasonable to believe that salaries will become totally confidential, they are personal and represent individual achievements, value added, and performance quality over a period of time. Accordingly, under pay banding, an associates compensation within a payband will be kept confidential.

Section 8. The parties recognize that pay banding represents a significant change to the previous position classification and pay setting system for non-craft and trade associates. The parties therefore, understand that upon expiration of the Agreement, pay banding will be subject to possible re-negotiation to effect change and/or improvements.

## **ARTICLE 11**

### **WAGES AND WAGE SURVEYS**

Section 1. In accordance with Public Law 92-392, associates shall be paid wages that conform with similar private establishments in the survey area. Associates also covered by the minimum provisions of the Fair Labor Standards Act shall not be paid less than the minimum wage.

Section 2. It is agreed that the Union shall be notified by the Employer as soon as known, when an area wage survey involves the associates of the unit. Upon receipt, a copy of the new approved wage schedule shall be posted by the Employer on each official bulletin board in the Exchange and shall remain posted until superseded. Fifteen copies of new and/or revised wage schedule will be provided to the Union.

Section 3. It is understood that associates who are designated for wage surveys will be released from their assigned duties as required, in connection with collection responsibilities and associated training.

## **ARTICLE 12**

### **HOURS OF WORK**

Section 1. Assignments of the associate's hours of work, the basic workweek and any changes thereto will be in conformance with the policies of SECNAVINST 5300.22 (Series) and other applicable regulations of higher authority. The basic workweek is normally defined as the days and hours within an administrative workweek which normally make up the associate's regular schedule exclusive of thirty (30) minutes minimum for lunch. Regular associates scheduled to work four or more hours, but less than seven shall have one fifteen (15) minute paid break. Regular associates scheduled to work seven or more hours shall have two fifteen (15) minute paid breaks. Breaks will be taken when authorized by a supervisor/manager at specific times during the day. Deviations shall be justified and made known to the associates affected.

Section 2. The Employer shall establish and post on official bulletin boards definite work schedules for associates. Where changes in the established work schedules are required, associates shall be notified of the reason(s) why, and the change in the established work schedule will be posted five (5) calendar days, when possible, in advance and the change in the established work schedule will be posted five (5) calendar days when possible in advance.

Section 3. Consideration will be given to granting, depending on business conditions, a regular full time associate at least one Saturday and/or one Sunday off in a month. This provision does not apply to holiday selling season and also to inventory.

Section 4. Time, as determined necessary by the supervisor, shall be allowed for personal clean-up prior to scheduled meal periods.

Section 5. Associates who are called in to work at a time outside of, and unconnected with, their regularly scheduled hours of work will be paid a minimum of two (2) hours for each such call back.

Section 6. Normally, a work schedule for an associate during a work day is for a consecutive period of time, consisting of one shift. On occasion, due to business necessity, associates may be scheduled to work split shifts within a work day.

## **ARTICLE 13**

### **OVERTIME**

Section 1. Overtime compensation for eligible associates shall be computed in accordance with applicable regulations. It is agreed and understood that the determination of the necessity of overtime work, and the right to determine when and by whom overtime work is to be performed, is a function of management.

Section 2. When overtime requirements are known, it will be the policy of the Employer to give as much advance notice as possible in the assignment of overtime work. Normally a minimum of two hours advance notice will be given prior to the end of an associate's regular shift.

Section 3. If an associate is relieved of an overtime assignment at his or her request, the hours of overtime declined will be considered as overtime hours for purposes of determining the equity of overtime distribution.

Section 4. Eligible associates who are called back to work at times outside of and unconnected with their basic work week shall be paid a minimum of two (2) hours of overtime pay regardless of whether the associate is required to work the entire two (2) hours.

Section 5. Overtime will be distributed fairly and equitably as follows:

a. qualified associates within the location may volunteer to work overtime

b. if there are not enough volunteers assignments of overtime will be made among the other qualified associates in the work location. with the work being distributed so that the same group of associates is not always being directed to work overtime.

## ARTICLE 14

### HOLIDAYS

Section 1. All eligible associates will be granted holiday benefits consistent with current Navy Exchange regulations for all Federal Holidays now prescribed by law and any that may be added by Federal Statute or Executive Order.

Section 2. An associate eligible for holiday pay who is required to work will receive compensation as authorized in appropriate regulations.

Section 3. Associate shall be entitled to holiday benefits. consistent with applicable regulations in connection with all Federal holidays now prescribed by law and any that may be later added by law. The current legal holidays are:

(1) New Year's Day	January 1
(2) Dr. Martin Luther King Jr..	3 <sup>rd</sup> Monday in January
(3) Presidents Day	3rd Monday in February
(4) Memorial Day	Last Monday in May
(5) Independence Day	July 4
(6) Labor Day	1st Monday in September
(7) Columbus Day	2nd Monday in October
(8) Veteran's Day	November 11
(9) Thanksgiving Day	4th Thursday in November
(10) Christmas Day	December 25

Section 4. When a holiday falls on a scheduled day off for an eligible associate, the day of observance will be designated by the Employer on a work day immediately before or after the actual holiday.

## **ARTICLE 15**

### **ANNUAL LEAVE**

Section 1. Annual leave will be granted to an associate in accordance with applicable regulations when requested reasonably in advance, and in writing ( Form SS24 1 ) to the Employer, and provided that the associate's services are not required to carry on the work load of the organizational element to which the associate is assigned during the requested period of annual vacation allowance. The employer, or the designated representative, after full and fair consultation with the individual associate, agrees to schedule vacations in such a manner, throughout the leave year, so that no associate will be required to forfeit excess allowances.

Section 2. Requests for approval of annual leave for emergency reasons will be considered on an individual basis.

Section 3. No later than 30 April of each year, the Employer will schedule approved vacation leave for the leave year. When requested, the associate shall be granted not less than ten ( 10 ) vacation days credited to the associate's vacation allowance record. The associate's supervisor may approve a change in selection provided another associate's choice is not disturbed. If a conflict arises during scheduling, an attempt will be made to informally resolve the conflicting requests through discussions between the associates requesting the leave and their supervisors. If conflict remains, an attempt will be made to approve the leave requests by limiting the requests to a maximum of three (3) weeks. If there is still conflicting requests that cannot be accommodated within the same time frame, the associate(s) with the greatest Navy Exchange seniority will be authorized to take the annual leave.

Section 4. The Employer agrees that associates will be afforded opportunity to use their excess annual leave during each year. Previously scheduled leave that is forfeited due to no fault of the associate will be restored in accordance with appropriate regulations.

## **ARTICLE 16**

### **SICK LEAVE**

Section 1. Associates accrue sick leave benefits in accordance with appropriate regulations. The Employer and the Union urge all associates to conserve sick leave so it will be available in cases of extended illness.

Section 2. Associates shall be granted sick leave, if available, when they are absent from work because of a bonafide illness.

Section 3. It is agreed that associates desiring medical, dental, or optical examinations or treatment, should make every effort to schedule such appointments after working or on non-work days. Where this is impracticable, request for such sick leave shall be submitted five

(5) days in advance in order that appropriate staffing can be ensured. If the five (5)-day advance cannot be met. due to medical scheduling. Consideration will be given to waive this requirement on presentation of an appointment slip.

Section 4. It is the responsibility of the associate to notify the appropriate supervisor or designated person(s) as soon as possible. but before the shift starts. When it is the first shift of the respective department in the work day. and a supervisor cannot be reached prior to the beginning of the shift. notification will be provided within one (1) hour after the beginning of the associate work shift. This may be done either by the associate or a party acting on behalf of the associate. The associate will accept responsibility for another person to call in the absence if the associate does not make the call him/her self.

Section 5. A medical certificate may be required by the Employer in order to ensure that sick leave privileges are not being abused and that the associate is not being required to work when it is medically unsafe to do so. When an associate is out for three or more consecutive work days. a medical certificate shall be required stating the nature of the illness.

Section 6. When the Employer has reasons to believe that an associate is abusing sick leave, sick leave requests will require medical certification and such reason will be furnished to the Employer.

Section 7. In abuse of sick leave matters. the situation will be judged on an individual basis which will include such items as the nature and extent of illness. the length and frequency of illness and the physical prognosis of the individual.

Section 8. When associates who are on the work site are released from duty due to illness. they will not be required to furnish medical certification for that instance. Subsequent days of sick leave absence will be as required in Section 5 above.

Section 9. It is agreed to maintain the confidentiality of an associate's medical condition.

## **ARTICLE 17**

### **OTHERLEAVE**

Section 1. The Employer may authorize time off with pay not to exceed four (4) hours for blood donations (for which the associate(s) is not paid); for a brief period of absence of tardiness up to fifteen (15) minutes due to circumstances which are beyond the associate's control.

Section 2. Associates may be granted leave without pay provided the provisions of applicable regulations are met and for reasons acceptable to the best interests of the Exchange. Such leaves of absence without pay shall not exceed one year each applications.

Section 3. Associates who are elected or appointed representatives of the Union may be excused without charge to leave in conjunction with a training session sponsored by the Union, providing the subject matter is of mutual concern to both parties and in the associate's capacity of Union representative. Such excuse shall cover only such portions of the training as specified and will not exceed an aggregate of 80 hours per calendar year for such representative training.

Section 4. It is understood that associates are expected to report to work on time. The Employer has the discretion to excuse the occasional tardiness of an associate, considering the frequency and length of the tardiness, and any emergency factors that may have caused the delay in reporting to work.

Section 5. Consideration will be given by the Employer to granting leave, based on business necessity, to associates who request time off for religious holidays and observances.

## **ARTICLE 18**

### **ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS WEATHER**

Section 1. The Employer and the Union have as one of their continuing objectives the elimination or reduction of all hazards, physical hardships, and working conditions of an unusually severe nature. Even when an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk which may contribute or cause hazard, physical hardship or working conditions of an unusually severe nature. Pay authorization of environmental differential is not an approval of work practices which circumvent safety rules and regulations.

Section 2. The Union will be notified of any new work situations which qualify for environmental differential pay.

Section 3. A copy of each environment differential description will be on file in the Human Resources Office and will be made available for study by associates themselves and Union Representatives. Pay for environmental differential may be authorized.

(1) For exposure to an unusually severe hazard which could result in significant injury, illness, or death.

(2) For exposure to an unusually severe physical hardship.

(3) For exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust, or noise which causes significant distress or discomfort in the form of nausea or skin, eye, or nose irritation or condition which causes abnormal soiling of body and clothing, etc.

Environmental differential may not be paid when the hazard is adequately alleviated by mechanical equipment or protective devices being used.

Section 4. The Employer shall ensure that associates are kept informed of hazardous weather conditions. To the maximum extent possible, the Employer shall maintain and keep a current list of essential billets needed to continue duty status during hazardous weather conditions. The Employer will develop a list of essential associates will be advised of the requirement to remain in a duty station. During the storm. As soon as practical but in no case later than the setting of Storm Condition 2.

Section 5. The release and recall procedures for both essential and non-essential associates shall be in accordance with COMNAVMAR REGIONAL COORDINATION MANUAL.

Section 6. When the air conditioning malfunctions in a work area, the employer will evaluate the need to provide relief in the work area, which may include providing fans, allowing more frequent short breaks or temporarily relocate the associates.

Section 7. In the event of power outage and/or water shortage, the employer will follow COMNAV MARIANAS policies and practices in releasing associates from work. Recall procedures may be invoked.

## **ARTICLE 19**

### **ASSOCIATE ASSISTANCE PROGRAM**

Section 1. Both the Employer and the Union recognize that the Associate Assistance Program is established to help associates with health problems such as alcoholism or drug abuse or with other personnel problems that may also result in impaired job performance. This program is available to such associates and is conducted in a confidential manner.

Section 2. Associates are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the Associate Assistance Program's counseling or referral services either voluntary or through referral.

Section 3. It is recognized that a key element in assisting an associate in need of rehabilitating treatment is for that person to recognize the problem and be willing to accept treatment. When an associate refuses an offer of help or fails to respond to treatment and job performance or conduct is adversely affected, the Employer may take other action.

Section 4. The Union agrees to encourage associate support of the Associate Assistance Program.

## ARTICLE 20

### WORK PERFORMANCE REVIEWS

Section 1. All associates in the unit shall be evaluated fairly and objectively on a scheduled and consist basis. with each individual associate. Each associate will receive a formal written work performance revoews at least annualy. Associates whose current annual performance rating is “fully succesful” or better will be informed in advance of receiviung the next annual work performance review when the level of perfoamnce has declined to “needs improvement “ or “unsatisfactory”.

## ARTICLE 21

### PROMOTIONS AND DETAILS

Section 1. The Union recognizes that the Employer may fill vacancies by promotion. new hires. reinstatements. reassignments. or transfers. However. the Employer agrees that all vacant positions in the Unit are filled on the bases of merit. and in accordance with applicable regulations and this Agreement. with the objective of selecting the best qualified persons available and cognizant of providing opportunity for promotions.

Section 2. In order to utilize the skills and potentials of associates in the Unit, the Employer agrees that the initial area of consideration when announcing vacancies through merit staffing procedures shall be the Unit.

Section 3. Candidates not selected for promotions will be notified and may request counseling in order to prepare them for future promotional opportunities.

Section 4. When the Employer determines to fill positions of promotiona l opportuni ty in the Unit. the job summaries will be posted on all official bulletin boards at least seven (7) calendar days after it is established the position is available. Positions of promotional opportunity shall be those regular full time and part time Unit positions in pay bands/grades N F-1 to N F-3. NA-3 to NA-10. and NL-1 to NL-10.

Section 5. When there are eligible associates who have been demoted without personal cause as a result of a business based action or reclassification. they will be given special consideration for repromotion. This special consideration shall not apply to demotions made at the request of the associate. Although the associate is not guaranteed repromotion. ordinarily he/she should be repromoted when a vacancy occurs in a position/grade (or any intervening position/grade) for which the associate has demonstrated that he/she is qualified. unless there are persuasive reasons for not doing so.

Section 6. When it is known in advance that a qualified associate will be directed to perform the duties of a higher level position in the unit for a period of thirty (30) calendar days or more. The associate will be temporarily promoted. If the temporary promotion will be for sixty (60) days longer. The promotion shall be in accordance with the merit promotion and staffing program.

In the event the temporary promotion exceeds thirty (30) days and satisfies the preceding conditions, pay will be made for the higher grade from the first day.

## **ARTICLE 22**

### **EMPLOYMENT OF RELATIVES**

Section 1. No Navy Exchange associates will be assigned under the supervision of a relative or where the employment of the relative would constitute a conflict of interest, be disruptive to work, and/or interfere with the orderly operation of the Exchange. For purposes of interpretation, "relative" includes: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

## **ARTICLE 23**

### **BUSINESS BASED ACTIONS**

Section 1. A business-based action (BBA) is a reduction in employment category or pay rate, a furlough of a regular associate for eight calendar days or more, or separation action initiated by management for non-disciplinary reasons. BBAs are used to adjust human resources in response to changes in business revenue, budget, workload, organization or mission. The decision to conduct a business based action, and the time and the size of the business based action is a management decision exercised by the Employer.

Section 2. The Employer shall notify the Union of the business based action and the reasons therefor prior to notification to associates, as soon as the necessity for such an action is recognized and its extent determined. The Employer shall also notify the Union of the affected jobs and the probable number of affected associates. The Union agrees to assist the Employer in keeping the affected associates informed.

#### Section 3. Separating BBAs

a. Associate Ranking and Notification – Associates affected by BBAs will be identified after an objective, fair, and equitable ranking from among associates in the same employment category by job title, Series, and grade/band within the same competitive area (local activity).

Once identified, the Employer will provide regular, non-probationary associates affected by the BBA, written notice not less than thirty (30) calendar days prior to the effective date of the BBA.

b. Order of Release - Unit associates affected by a BBA within a particular job title, series, employment category and grade/band will be released in accordance with the procedures described in applicable regulations.

Impacted associates will be considered, if qualified, for any vacant positions existing at the time of the BBA.

c. Severance Pay - Regular associates separated due to BBAs will receive severance pay in accordance with applicable regulations.

d. Service Rating Credit - For BBA purposes, associates' seniority is determined by their service date adjusted for performance rating credit in accordance with the procedures described in applicable regulations.

e. Reversion Rights - Regular, non-probationary associates are eligible to revert to their last previously held position within the local activity provided the position is encumbered, the grade/band of that previous position is not now higher than the one which the associate is being separated, the associate's adjusted service date is earlier than that of the associate to be displaced, the associate is qualified to perform the duties of the position, the associate has not refused a job offer of the same grade/band, category and salary, and the associate exercises his/her reversion right within five (5) calendar days of notification.

#### Section 4. Separation for Extended Illness BBAs

a. Associate Notification - Associates who are separated due to extended illness will be provided thirty (30) calendar days advance notice.

#### Section 5. Reduction in Category and/or Pay BBAs

a. Associate Notification - Associates affected by a reduction in category and/or pay BBAs will be notified a minimum of fourteen (14) calendar days in advance of the effective date of the action.

#### Section 6. Furlough of Eight Calendar Days or More BBAs

a. Associate Notification - Associates affected by a furlough of eight (8) calendar days or more will normally be notified a minimum of seven (7) calendar days in advance of the effective date. In cases of unforeseen circumstances associates will be provided as much advance notice as possible.

b. Call-Back - The Employer will call-back associates by the inverse order of seniority in which they were released based on job title, series, grade/band and the needs of the department.

Section 7. Any associate who is reached by a BBA may grieve the action under the negotiated grievance procedure only on the basis of procedural error or alleged discrimination.

## ARTICLE 24

### DISCIPLINARY ACTION PROCEDURES

Section 1. It is mutually recognized that based on the infraction(s) involved, disciplinary actions and the penalties imposed or assigned will be that which is necessary to correct associates and maintain discipline and morale, in accordance with regulations. The disciplinary actions are letters of reprimand, suspensions without pay for cause, demotion for cause with accompanying reduction in pay and termination for cause.

Section 2. Disciplinary actions which constitute adverse actions are as follows:

- a. Suspension without pay for more than 30 calendar days;
- b. Involuntary termination or removal for cause; and
- c. Involuntary demotion to another position with a lower representative rate of pay when taken for disciplinary reasons.

Section 3. Prior to initiating disciplinary action against an associate, a preliminary investigation or inquiry shall be made by the immediate supervisor or other responsible official as is necessary to determine the facts in the case. A discussion will be held with the associate except where circumstances make such discussion impractical. When a voluntary statement is provided by the associate, upon request the associate will be provided a copy. Prior to the discussion, the official shall advise the associate that the purpose of the discussion is to establish the facts in the case. If the associate reasonably believes that the examination may lead to disciplinary action against the associate, he/she has the right to request for union representation which shall be granted before any questioning begins.

Section 4. When a decision is made to initiate any non-adverse disciplinary action, i.e., a suspension of thirty (30) calendar days or less, the affected associate will be issued an advance notice containing the following information:

- a. The specific reasons for the proposed action and that he/she has the right to review the material relied upon to support the reasons;
- b. That the associate has ten (10) calendar days in which to reply orally and/or in writing, and to furnish affidavits and other documentary evidence to support the reply;
- c. The right to be represented by an attorney or other representative; and
- d. That a written decision and the specific reasons therefore will be issued to the associate within ten (10) calendar days after receipt of the reply.

In the event that a Letter of Reprimand is issued, an advance notice of proposed discipline, as described above, is not required. However, the Letter of Reprimand may be grieved under the negotiated grievance procedure.

Section 5. When a adverse action, as defined in Section 3 above, is proposed against an associate, such associate is entitled to:

a. At least a fourteen (14)-day advance written notice (except in cases of emergency suspension as defined in Section 7 below), stating specifically and in detail, the reasons for the proposed action and that he/she has the right to review the material relied upon to support the charge:

b. A reasonable time, but not less than ten (10) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer:

c. Be represented by an attorney or other representative; and

d. A written decision and the specific reasons therefore, within ten (10) calendar days after receipt of the associate's reply.

If the decision is to effectuate the proposed or less severe adverse action, the associate shall be informed of his/her right to grieve the decision under the negotiated grievance procedure at any time after the decision is rendered but not later than fifteen (15) calendar days after receipt of the decision.

Section 6. The timeframes established in Sections 4 and 5 above may be extended upon mutual agreement by the parties.

Section 7. An associate may be placed on emergency suspension without pay pending disciplinary action, when retention of the associate might result in damage to or loss of property or funds, or might be injurious to the associate or others, or might be detrimental to the interests of the Government; or when there are justifiable reasons to believe that the associate is guilty of a crime for which a prison sentence may be imposed. In such cases, the associate will be provided at least twenty-four (24) hours advance notice, in a pay status of the emergency suspension. Rather than emergency suspension the associate may be temporarily transferred or reassigned during the notice and reply period. Emergency suspensions may be grieved.

Section 8. Letters of Reprimand will be retained in the personnel jacket for one (1) year, and then retained by the Employer for one (1) additional year.

Section 9. Alternative dispute resolutions (ADR), as described in Article 26, may be utilized to attempt to resolve any grievance filed by an associate or group of associates, the Employer, and the Union when all parties (i.e. the Employer, the Union, and if applicable, affected associate(s)) deem it appropriate and agree to its use, except that it cannot be utilized for grievances concerning any matter where ADR has been previously utilized

at any time during the grievance process prior to the issuance of the final decision at the final step. If a resolution is reached, it will be reduced to writing, will contain a clause that it will not be challenged in any third party forum and will be signed by all parties. All ADR proceedings are to be completed within thirty (30) calendar days from the date of request to utilize ADR, unless the parties mutually extend the time limits. All time limits for filing grievances or processing will be held in abeyance during the pendency of the ADR process.

## ARTICLE 25

### GRIEVANCE PROCEDURES

Section 1. This Article provides an orderly procedure for processing grievances. A "grievance" means any complaint:

a. By any Unit associate concerning any matter relating to the employment of the associate; or

b. By the Union concerning any matter relating to the employment of any Union associate; or

c. By any Unit associate, the Union or the Employer concerning the effect or interpretation, or a claim of breach of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. The grievance procedure shall not apply to any grievance concerning:

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; or

e. the classification of any positions which does not result in the reduction in grade or pay of any associate;

In addition to the above, letters of caution, termination of probationary associates and the nonselection for promotion when the sole basis is the allegation that the individual is better qualified than the person selected, are excluded.

Section 3. This procedure is the sole and exclusive procedure that will be used by the parties to this Agreement and Unit associates in processing grievances which fall within its coverage, including questions of arbitrability, unless the associate chooses a statutory procedure.

Arbitrability issues shall be submitted to the arbitrator as a threshold issue along with the grievance.

Section 4. Unit associates have the right to present grievances on their own behalf without the intervention of the Union, however, the Union has the right to be present during the grievance proceedings, and arbitration can only be invoked by either the Union or the Employer. Reasonable time during working hours will be allowed for associates and Union representatives to present grievances to management officials or an arbitrator.

Section 5. Nothing in this Agreement shall be so interpreted as to require the Union to represent an associate in processing a grievance, or to continue to represent an associate, if the Union considers the grievance to be invalid, without merit, or not within the scope of this Agreement.

Section 6. Steps in the grievance procedure.

Step 1. Any grievance shall first be taken up orally by the associate or Union representative with the appropriate supervisor/department manager in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the grievant became aware of the act or occurrence. The supervisor/department manager will render a verbal decision within ten (10) calendar days from the date the grievance was presented.

Step 2. If the matter is not satisfactorily settled following the informal discussion, the grievance must be submitted in writing to the General Manager within ten (10) calendar days from receipt of the verbal decision. The grievance will state the specifics of the grievance and the resolution desired. The written grievance will also give the name of the supervisor/manager at the informal step. The General Manager may meet with the Union representative and any aggrieved associates within ten (10) calendar days after receipt of the grievance. The General Manager will give the associate his written answer within ten (10) calendar days after the meeting.

Step 3. If the grievance is not satisfactorily settled at Step 1 the Union or the Employer may refer the matter to arbitration within thirty (30) calendar days from the Step 2 decision.

Section 7. Grievances between the Union and the Employer shall be processed in the following manner:

- a. Any grievance of the Union shall be submitted in writing to the General Manager.
- b. Any grievance of the Employer shall be submitted in writing to the President of the Union.
- c. Within ten (10) calendar days after receipt of the grievance by either party, the General Manager and the President of the Union, or their designees, with their appropriate advisors, if any, will meet to resolve the issue. If the grievance is resolved in such a meeting, the parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not settled,

the party to whom the grievance was submitted shall forward its written decision to the grieving party within ten (10) calendar days after the meeting.

If the decision is unacceptable, the grieving party may submit the grievance to arbitration within thirty (30) calendar days after receipt of the decision.

Section 8. Should two or more associates have identical grievances (the dissatisfaction expressed and the relief sought are the same), the grievances may be joined and processed as one grievance. The associates involved will be advised that the decision will be binding on all. Names of all associates involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each associate will be individually notified. The parties must agree that the grievance is identical.

Section 9. An associate grieving a non-adverse disciplinary action (a letter of reprimand or suspension of fourteen (14) calendar days or less) shall submit the grievance within fifteen (15) calendar days after receipt of the decision, to the official above that rendered the decision. When that official is the General Manager, the grievance may be submitted directly to arbitration.

Section 10. If an associate or group of associates choose to file a discrimination complaint under this Section, the following procedures apply:

a. Within forty-five (45) days from the alleged discriminatory incidents or effective date of the personnel action, the aggrieved will contact an EEO Counselor to arrange an interview.

b. Within thirty (30) days from the initial contact above, the Counselor will attempt in formal resolution and conduct a final interview.

c. If the aggrieved is not satisfied with the results of counseling and desires to pursue the allegation, a formal written complaint may be filed with the Employer within fifteen (15) calendar days from the date of the final interview with the Counselor.

d. The written complaint must specifically describe the incident(s) on which it is based including dates, times, and places; the managers and supervisors involved; and fall within the criteria of Article 9, Section 1, Equal Employment Opportunity. The complaint must also state the redress sought which must be personal to the aggrieved. If these conditions are not met or the redress sought is not within the authority of the Employer, the complaint may be rejected.

e. Notification of complaint rejections will be forwarded in writing to the aggrieved with a copy to the Union President within fifteen (15) calendar days from receipt of the written complaint. If the notification will indicate which remaining issues, if any, will be processed under this Article. If the Union President disagrees with a rejection, arbitration may be invoked.

f. If a complaint is accepted in its entirety, any acceptance notice will be forwarded in writing to the aggrieved with a copy to the Union President within fifteen (15) calendar days from receipt of the written complaint.

g. Within sixty (60) days from the forwarding of the acceptance to the aggrieved, the Employer will conduct an adjustment conference with the aggrieved. At least five (5) days prior to the conference, the Union President will be notified and afforded the opportunity to have a Union representative present.

h. Within ten (10) days from the adjustment conference the Employer will notify the aggrieved and the Union President of the Activity's final disposition of the complaint. If the Union President is dissatisfied with the final disposition, arbitration may be invoked.

Section 11. It is agreed that the time limits described above may be extended by mutual agreement.

## **ARTICLE 26**

### **ALTERNATE DISPUTE RESOLUTIONS(ADR)**

Section 1. Alternate dispute resolutions (ADR) is a process of whose basic purpose is to settle disagreements using methods other than the traditional adversarial means of dispute resolution. It is a supplement, but not a substitute, for standard procedures. There are certain issues that are not appropriate for ADR including when there is a need to set a precedent, maintain a policy or position, or there is desire to litigate an issue. ADR emphasizes cooperation identifying underlying interests as a means of conflict and affords the parties an opportunity to discover common ground and a solution which is satisfactory to all parties.

Section 2. There are several methods of how ADR may be used. The parties agree that the intent of how ADR is applied in this agreement is in an informal, expedient and cost effective manner that is not encumbered with detailed instructions and policies. Rather, it is to be employed in an informal basis allowing the parties an opportunity to reach resolution, when possible, more quickly.

Section 3. ADR may be the proper approach where a negotiated solution is potentially an acceptable outcome. ADR may be appropriate under the following situations:

- a. The dispute resolves factual or other issues that do not set precedent.
- b. Both parties want to settle the dispute quickly.
- c. Both parties want to maintain, establish or restore a good working relationship.

The importance of the issue is minor compared to the potential cost and disruption that would occur if traditional dispute resolution were employed.

Section 4. Prior to entering the formal grievance procedure, the parties involved in a dispute may suggest an ADR approach to be used to solve the disagreement. If all of the parties (Employer, Union and, if applicable the associates)) agree to enter into ADR, they will meet to determine the informal ADR method to be used and work through the process. If satisfactory results are not achieved using an ADR approach, the formal grievance procedure can then be used.

## ARTICLE 27

### ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievances processed under Article 25, the grievance, upon written notice by the party desiring arbitration, will be referred to binding arbitration. Arbitration may be invoked by either party.

Section 2. The moving party shall request the Federal Mediation and Conciliation Service to provide a list of five (5) persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and will then repeat this procedure, the first strike to be determined by lot. The remaining person shall be the duly selected arbitrator.

Section 3. The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

Section 4. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 5. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the agreement. Such right is the prerogative of the contracting parties only.

Section 6. The parties have the right to file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations established by the Authority.

Section 7. At any arbitration proceeding, the Employer or the Union may call a reasonable number of witnesses. Associates required to appear shall not suffer any loss of pay or leave while so appearing.

## ARTICLE 28

### TRAINING AND DEVELOPMENT

Section 1. The Employer and the Union agree that the training and development of associates in the unit is important in order to fulfill the mission of the Navy Exchange. Such training and development shall consist of training offered by the Employer and through self-development by the associates.

## ARTICLE 29

### SAFETY

Section 1. The Employer shall provide and maintain safe and healthful working conditions for associates. It is agreed that safety is a collective effort. The Employer agrees to provide required safety equipment. The Union will encourage associates to observe all safety rules, requirements and regulations in the performance of their assigned duties; promptly report to their immediate supervisors any observed unsafe practice or conditions; and if injured on the job, report to their supervisor immediately.

Section 2. Associates shall not be required to perform work on, about or around moving or operating machines and/or equipment while in motion or operation without reasonable safety precautions and protective measures. Associates shall not be required to work in areas where conditions exist which have been determined by the Station Medical Officer or Safety Officer to be detrimental to health unless such conditions are an inherent part of the work to be performed and maximum safety precautions and all protective measures are being observed. The Employer will take action to insure that such conditions are removed, remedied or kept to an absolute minimum. Each associate 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.

Section 3. The Employer welcomes at any time suggestions which offer practical and economically feasible ways of improving safety.

Section 4. During the course of any workplace inspection, any associate or Union official may bring questionable working conditions to the attention of the inspector. In the event of an OSHA inspection, the Union shall be notified and a Union representative may accompany the inspector. If the Union representative is an associate of the activity, approval to be released from the job will be granted, except for compelling reasons. The OSHA inspector will determine whether or not the Union representative should be on the inspection.

Section 5. In the event that an associate incurs a work place injury or illness requiring medical attention, the Employer will offer to provide transportation of the associate to the appropriate medical facility.

## ARTICLE 30

### GENERAL PROVISIONS

Section 1. The Employer agrees that each newly hired associate in the Unit will be informed of the Union's exclusive representative status during the associate's orientation.

Section 2. Designated Union representative means an elected official of Local 1689, Inc. or a steward in the Unit, and associates of the National Office and Local 1689, Inc..

Section 3. The parties agree to the principles of Equal Employment Opportunity, and further pledge to actively ensure that associates are not discriminated against because of race, color, creed, national origin, age, sex or handicapping condition. It is understood that the Employer is responsible to the Commanding Officer in support of the local EEO program.

Section 4. The Employer agrees to distribute one (1) copy of the agreement to each associate in the unit associate at the time of hire, and to provide twenty-five (25) copies to the Union. The Employer will bear the cost of the printing.

Section 5. Associates who are officially required to use their private vehicles in the performance of official duties will be reimbursed in accordance with applicable regulations.

Section 6. Whenever the last day of any time limit in this agreement falls on a non-workday (Saturday, Sunday or Federal Holiday) the next business day shall be deemed the last day.

Section 7. Associates who are required to wear Exchange uniforms will be provided the uniforms in sufficient number and at no cost. Provisions will be made for replacement or re-issuance of uniforms necessitated by reasons of normal wear and tear. All associates will be responsible for the maintenance of their uniforms.

Section 8. The Union will be afforded an opportunity to make a presentation of up to ten (10) minute in new hire orientations of unit associates to discuss provisions of labor relations law and this agreement. If the Union official making the presentation is a Navy Exchange associate, He/she will be on official time, if in a duty status.

Section 9. Except under unusual circumstance or in accordance with Federal rules and regulations, the Employer will notify the Union and afford it opportunity to be present during an inspection of any Unit associate locker. In the event of an associate's death, an official of the Employer shall be present when an associate's locker is opened.

## ARTICLE 31

### DUES WITHHOLDING

Section 1. Voluntary payroll deductions for the payment of Union dues shall be made from the pay of all who request such dues deduction and who are bonafide members in good standing with AFGE. Local 1689. Dues are defined as the regular periodic payments required from a member to maintain the member in good standing with the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by provisions of this Agreement and applicable laws. It is recognized that changes in the Agreement may be required by future changes in such laws, regulations, and directives of higher authority.

Section 2. Any associates of the unit desiring to have Union dues deducted from their pay may, at any time, complete and sign the appropriate portions of Standard Form No. 1187, "Request for Payroll Deductions for Labor Organization Dues".

Section A of this form shall be completed and certified by the President for the Union or designee who shall mail/deliver it to the Human Resources Office of the Navy Exchange. The form must be received in the Human Resources Office no later than 12:00 noon on the last Monday preceding the pay period during which the initial deduction is to be made. Associates may not request payroll deductions of dues to more than one employee organization.

Section 3. A deduction will be made each bi-weekly pay period from the pay of associates in the Unit who have requested such allotment for dues. The amount to be deducted will be computed by multiplying the associate's regular monthly dues by twelve (12) and dividing the results by twenty-six (26) and rounding to the next higher penny. It is understood that no deduction for dues will be made by the Employer in any period for which the employee's net earning after other deductions are insufficient to cover the amount of the allotment for dues.

Section 4. The total dues deducted shall be transmitted by the disbursing office to the Union President, AFGE. Local 1689, Inc. or designee, by check no later than ten (10) working days after the close of each pay period. With each check the Payroll Office will provide the Union with a listing of the names of associates involved and the amount deducted for each associate. In the event and associates net earnings after other deductions are insufficient to cover the full amount of the allotment for dues, or should an associate revoke authorization for the withholding of Union dues, the Employer shall so annotate it on the list. The list shall also show the total amount of dues deducted by the Payroll Office. There will be no fee charged for the deduction of Union dues.

Section 5. An associate in the Unit who has authorized the withholding of Union dues may request revocation of such authorization by completing Standard Form No. 1188, "Cancellation of Payroll Deductions for Labor Organization Dues", and submitting the completed form to the Human Resources Office or submitting a memo to the Human Resources Office. These forms may be obtained from the Employer. An associate who completed the initial one-year period and request revocation of Union dues deduction, will have the revocation take effect on the first pay

period following submission of the request. Requests for revocation must be received by the Payroll Office no later than 12:00 noon on the last Monday preceding the date. The Payroll Office shall promptly notify the Union of all such revocations received by transmitting a copy of the form.

Section 6. All deductions of Union dues are provided for in this Agreement shall be automatically terminated if the Union becomes ineligible as the exclusive bargaining agent through an election under the Statute, or for other reasons, including suspension or cancellation of this dues withholding agreement. Any individual allotment for dues withholding shall also be automatically terminated upon separation or transfer of the associate from the rolls of the Activity or when the associate moves out of the unit.

Section 7. The Union agrees to give prompt written notification to the Employer when a member who has authorized dues withholding is suspended or expelled from the Union.

Section 8. The Union shall be responsible for insuring that Standard Form No. 1187 is purchased and made available to the members, and shall further insure that the forms are properly completed and certified before transmitting them to the Employer. The Union recognizes its responsibilities for seeing that the members of the Union are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, and the uses and availability of the required forms.

Section 9. The Union shall furnish the Employer, at the earliest practicable date, with a current listing containing the names and signatures of Union Officials designated to certify Section A of Standard Form No. 1187 on behalf of the President of the Union. The Union shall be responsible for giving the Employer prompt written notification of any changes in this information and in forming Union members of these changes.

## **ARTICLE 32**

### **DURATION OF THE AGREEMENT**

Section 1. The Agreement as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of its approval by the Secretary of the Defense; or no later than the 30th day of this Agreement's execution by the parties, subject to the requirements of law, or regulations of appropriate authorities. Further it is provided that this Agreement shall terminate any time it is determined that the Union is no longer entitled to exclusive recognition under the Statute.

Section 2. Either party may notify the other in writing of the intent to amend, modify, or terminate the Agreement no more than one-hundred-fifty (150) nor less than sixty (60) days prior to the expiration date. If no notice is given, this Agreement shall remain in effect and renew automatically from year-to-year thereafter until the aforementioned notice is given by either party.

Section 3. Either party may request a reopener of this Agreement any time after the first eighteen (18) months from the effective date. Each party will be limited to no more than one such reopener during the three year life of this Agreement and will be limited to submitting three proposals.

Section 4. A proposal may include a change in one or more sections of an article and/or an introduction or deletion of an article. The parties shall meet within thirty (30) calendar days or other mutually agreeable time after receipt of the proposal and reopener request.

This Agreement is executed on 12 August 1997

Approved by the Department of Defense on 3 September 1997.  
to be effective on 3 September 1997