

AGREEMENT
BETWEEN

NAVY EXCHANGE
NAVAL AIR STATION
KINGSVILLE, TEXAS

AND

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 1735

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PREAMBLE

In accordance with the provision of Chapter 71 of Title 5 of the U.S. Code, this Agreement is made by and between the Navy Exchange, Naval Air Station, Kingsville, Texas, hereinafter referred to as the "Employer" and American Federation of Government Employees, Local 1735, AFL-CIO, hereinafter referred to as the "Union." Collectively, the Employer and the Union will be recognized as the "Parties" to this Agreement.

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

WHEREAS,

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

a. safeguards the public interest,

b. contributes to the effective conduct of public business, and

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit defined in Section 2 of this Article. The Union is responsible for representing the interests of all NEX employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section 2. The unit to which this Agreement is applicable is composed of:

INCLUDED: All regular, part-time, flex and temporary employees employed by the Navy Exchange, Naval Air Station, Kingsville, Texas, who are paid from non-appropriated funds (NAF).

EXCLUDED: All supervisors and management officials, professional employees, all employees who are paid from appropriated funds, and employees described in 5 U.S.C. 7112 (b) (2) (3) (4) (6) and (7).

ARTICLE II

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer and the Union are governed by all current laws, regulations, and policies in existence at the time this Agreement was approved.

Section 2. Should any regulation or policy with the exception of government wide rules or regulations issued under 5 USC, and 5 USC Section 2302 (relating to prohibited personnel practices), conflict with this Agreement and/or Supplemental Agreement, after this agreement has been approved, this Agreement shall govern.

ARTICLE III

DEFINITIONS

Negotiations - The mutual obligation of the Parties 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 unit employees. Neither Party is compelled to agree to a proposal or to make a concession.

NAFI - An integral DoD organizational entity through which an essential government function is performed, and other DoD organizations are provided or assisted in providing morale, welfare, and recreational programs.

NEX - Navy Exchange, NAS, Kingsville, TX

Supervisor - An individual having authority in the interest of the NEX to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances or to effectively recommend such actions if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Employee - An employee of the Navy Exchange, Kingsville, as defined in Article 2, Unit Recognition

Agreement - These provisions, together with any amendments thereto, constitute the whole agreement between the Parties, and is referred to as "the Agreement."

ARTICLE IV

DISCUSSION AND 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.

Section 2. The Union will have 15 calendar days from the announcement of a proposed change in an existing personnel policy/practice within which to submit a request to negotiate such change or 5 calendar days to request a meeting with management to clarify the proposed change. The Union will be deemed to have assented to such initiative or change, if it has failed to submit a request within the 15 calendar days.

Section 3. 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 calendar days after receipt of a request to arrange for the negotiations. Where immediate implementation of a change is necessary to carry out the requirements of the Employer, temporary instructions will be issued.

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 V

RIGHTS OF EMPLOYEES

Section 1. Employees 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 employee shall be protected in the exercise of this right. Except as otherwise provided under Chapter 71 of Title 5 USC, such rights include:

a. Acting for 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 of the Government, the Congress or other appropriate authority.

b. Engaging in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

Section 2. No employee is authorized to assist the Union or participate in its management or represent it if such activity would result in a conflict or otherwise be incompatible with law or the official duties of the employee.

Section 3. An employee has the right to bring matters of personal concern to the attention of an appropriate Union representative, immediate supervisor, or appropriate management official.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization for the payment of dues through payroll deduction. This does not preclude members from paying by cash payment or by other means.

Section 5. The Employee will be able to receive notification, in writing, of their immediate supervisor's name when in doubt.

Section 6. Mandatory meetings will not normally be scheduled during an employee's off duty hours.

Section 7. No electronic recording of a complaint or grievance meeting between an Employee, their representative, and a Management official may be made without mutual consent, except for telephone monitoring security purposes.

ARTICLE VI

RIGHTS OF THE UNION

Section 1. The Union has been accorded exclusive recognition and is the exclusive representative of NEX employees organization and is entitled to act for and negotiate the Agreement covering all NEX employees. It is responsible for representing the interests of all NEX employees without discrimination and without regard to Union membership. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one more employees in the Unit or their representatives concerning any grievance, personnel policy, practices, or other general conditions of employment.

Section 2. Union officials, stewards, and designated representatives may apply and will be considered, if qualified, for temporary promotion, permanent promotion, or temporary assignment to a supervisory position while serving as a Union official, steward, or a designated representative. Selection for a permanent promotion, temporary promotion, or temporary assignment to a supervisory position will be made without regard to an Employees membership in the Union.

Section 3. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may lead to a disciplinary action and the employee requests representation

Section 4. In the event the Union official, steward, or designated representative is selected for temporary promotion or detailed to a supervisory position, the Employee will not participate in the management of the Union or act as a representative of the Union during the period of temporary promotion. Union representatives selected for detail assignments to supervisory positions will be informed of the forthcoming detail no less than 7 days in advance, as practicable.

ARTICLE VII

RIGHTS OF THE EMPLOYER

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

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

b. In accordance with applicable laws:

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

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

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

(a) candidates for promotion or

(b) any other appropriate source;

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

Section 2. It is agreed and understood that the right to make rules and regulation that do not violate statutes, existing or future, shall be considered a function of the Employer.

Section 3. This article shall apply to all supplemental, implementing, subsidiary or informal agreements between the Employer and the Union.

Section 4. The Employer will ensure that unit employees are appraised of their rights as required under the Statute and that no interference, restraint, coercion, or discrimination is practiced by the Employer. The Employer also agrees not to encourage or discourage union membership.

Section 5. The Employer shall not discriminate against an employee because he has filed a complaint, grievance, or appeal; or given any information or testimony under the Statute.

Section 6. The Employer agrees to fulfill its obligation under the Statute by giving the Union the opportunity to negotiate over the impact and implementation of management-initiated changes to working conditions.

ARTICLE VIII

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers and stewards of the Union and shall be kept advised in writing by the Union of the names of its officers and stewards. A copy of the list will be posted by the Employer on all official bulletin boards.

Section 2. The Employer agrees to recognize the officers and representatives duly elected, one chief steward and two stewards for the Navy Exchange. The stewards will normally handle matters through the department manager/supervisor level, and the chief steward will generally handle contacts with the Navy Exchange Officer or his/her designated representative.

Section 3. Union representatives will be permitted a reasonable amount of official time, to contact employees for discussion of grievances and other appropriate matters directly related to conditions of employment. Prior to leaving his/her assigned duties, the representative shall first obtain the permission of his/her supervisor or next higher level supervisor available and the supervisor of the employee they wish to contact. The supervisor will grant permission, if workload permits or designate an appropriate time during the employee's and representative's normal working hours. The representative will notify the supervisor upon return to the work area. A "Time Out Log" will be provided by the Employer and completed by the representative upon leaving and returning to the work area.

Section 4. Solicitations of membership and activities concerned with the internal management of the Union such as the collection of dues, membership meeting, campaigns for offices, conduct of elections and distribution of literature shall be conducted during the non-working hours of the employees concerned. For purposes of this Section, non-work time is defined as before or after duty hours or authorized lunch periods.

Section 5. Stewards are encouraged in the performance of their duties to:

Seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with immediate supervisors.

Advise supervisors and local officials of potential problem areas with a view to improving working conditions for the prevention of complaints and for the mutual benefit of all parties.

Seek to determine the merits of an employee's complaint through the collection and consideration of facts.

Section 6. The employer agrees that there will be no restraint, interference, coercion, or discrimination against a Union official or representatives because of the performance of their authorized Union duties.

Section 7. The Employer agrees to provide each new unit member a copy of the agreement and the name of the Union representatives. The Union may leave its literature in a location

where new employees have access to the materials.

ARTICLE IX

BASIC WORKWEEK AND HOURS OF WORK

Section 1. The Union recognizes that the Navy Exchange is a service organization for the convenience of authorized patrons. Accordingly, the hours of operation and working hours will be determined by the Employer to provide optimum use of the facilities and provide the maximum service to patrons.

Section 2. Employee's work schedules will be posted two weeks in advance.

Section 3. Regular full-time and regular part-time employees will be given a minimum of 7 calendar days notice and regular scheduled flexible employees will be given a minimum of 3 calendar days notice when a change in the regularly scheduled tour of duty work schedule is required, except in unusual situations or cases of emergency. In cases of emergency or unusual situations, the notice will be as long as possible. Employees will not be required to stay around the worksite in a "Stand By" status unless they are compensated for that time.

Section 4. Employees are categorized as follows:

a. Regular full-time (RRFT) employees serve in continuing positions on a regularly scheduled workweek of 35 hours or more.

b. Regular part-time (RPT) employees serve in continuing positions for a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis.

c. Flexible employees serve in either continuing or temporary positions up to 40 hours per week. The work may be scheduled in advance or on an as-needed intermittent basis.

Section 5. A lunch period of at least 30 minutes shall be allowed each employee when working 6 hours or more and will not be considered as time worked. Supervisors will inform employees when their lunch periods are scheduled.

Section 6. Employees will be provided a ten (10) minute rest period during each four hours of continuous work. Rest periods will not be given during the first or the last hour of work. The rest period is not to be an extension of scheduled lunch periods under any circumstances nor scheduled for time which would allow for late arrival or early departure at the beginning or end of the work hours of the employee.

Section 7. If an employee is released from duty due to lack and/or shortage of work, the employee will be paid a maximum of two hours.

ARTICLE X

OVERTIME

Section 1. The Union recognizes the right of the Employer to require employees to perform overtime work when required to accomplish the mission of the Navy Exchange.

Section 2. NF employees shall be paid overtime pay for authorized work in excess of 40 hours in an administrative workweek. Crafts and Trade employees shall be paid overtime pay for authorized work in excess of eight (8) hours in a day or in excess of 40 hours per week. Irregular or occasional overtime work is included. Compensatory time off will not be authorized for nonexempt employees except for religious observance.

Section 3. The Employer agrees to provide employees with as much advance notice of overtime assignments as possible except where circumstances beyond the Employer's control or the need to protect life or property prevents such notice.

Section 4. The Employer reserves the right to assign overtime. Overtime assignments will be made on a fair and equitable basis. Records of overtime assignments may be reviewed by the Union, upon request, to aid in resolving individual claims or unfair and inequitable treatment. Overtime work will not be assigned as a reward or penalty.

Section 5. Employees scheduled to work at least two hours overtime beyond the end of their normal duty day, shall be allowed a 10 minute break as soon as practicable after the overtime work is begun.

Section 6. Callback overtime. Any unscheduled overtime work performed by an Employee who is called back to work on an off duty day or on a regular workday after the Employee has completed their regular schedule of work and has left their area of employment will be considered to be at least two hours in duration and will be so credited.

ARTICLE XI

HOLIDAYS

Section 1. Holiday pay shall be in accordance with existing regulations.

Section 2. The legal holidays are:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABORDAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING
CHRISTMAS

Any other calendar designated as a holiday by federal statute or executive order

Section 3. Hours paid for a holiday will be credited as hours worked in completing the administrative workweek.

Section 4. NF flexible employees are not entitled to holiday pay in consideration of the prevailing practice in the local wage area as determined by DoD.

Section 5. Crafts and Trades regularly scheduled flexible employees are entitled to receive holiday pay if the holiday falls on an employee's regular scheduled workday.

ARTICLE XII

CLEAN UP TIME

Section 1. The Employer may allow a reasonable amount of time, at the beginning and end of the work day, for preparation and clean up. The Employer, in its discretion, shall determine whether granting of such time is appropriate and the amount of time to be granted. Such time shall be used only for preparation and clean up activities approved by management.

ARTICLE XIII

ANNUAL LEAVE

Section 1. Eligible employees shall be credited with annual leave in accordance with the Navy Exchange Manual, Vol. 3, Pub. 145, and other applicable regulations.

Section 2. The Employer will grant annual leave when the work load permits. Requests for annual leave will be made in advance using the Absence Record (SS/241).

Section 3. It is the responsibility of the leave approving supervisor in consultation with the Employee, to establish a tentative annual leave schedule by 31 January of each year for each eligible Employee. If a conflict arises during such scheduling, it is agreed that the person within the respective department who possesses the longest amount of total NAFI service will be given first choice of desired time with subsequent choice based on the same criteria. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection when such change will disturb the choice of another employee. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed.

Section 4. When workload permits and the Employee has sufficient annual leave, requests for extended periods of annual leave to take special vacations in excess of four weeks may be approved.

Section 5. Employee shall take all prudent measures to see that requests for unscheduled leave are kept to an absolute minimum. Absences unscheduled or for emergency reasons, will be reported to the immediate supervisor by the Employee as early as possible, but no later than one hour after the start of the shift to which assigned. Final approval may be withheld by the supervisor until return of the Employee to duty and reasons for emergency are explained .

Section 6. An Employee who is selected to serve as a union official may request leave without pay (LWOP) not to exceed one year at a time to serve in that capacity. Leaves of absence for that purpose may be renewed from year to year.

Section 7. LWOP may also be granted under applicable laws and regulations for the following reasons:

- a. Maternity or paternity situations
- b. Some types of military service
- c. Job-related injuries

ARTICLE XIV

SICK LEAVE

Section 1. The Union joins the Employer in recognizing that valuable benefits accrue to the employee when a low sick leave usage rate is maintained and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Sick leave is a privilege granted for legitimate medical reasons and may be denied , if warranted, as specified in Navy Exchange Manual, Vol. 3, Pub. 145. It is credited to eligible employees in accordance with applicable regulations.

Section 3. Unless submitted prior to absence, employees will submit an Absence Record, SS/241, to their supervisor immediately upon return to work.

Section 4. It is the responsibility of the employee to personally notify the supervisor or department manager by phone prior to the start of the employee's shift, if they are unable to report to work because of illness or injury and when they will return to work. If the employee is uncertain as to the return date, the employee will contact the supervisor/manager, as above, until a definite return date is established. If the return date expectation changes, the supervisor/manager is to be notified, as above.

Section 5. Upon exhaustion of sick leave, annual leave may be requested for absence due to illness.

Section 6. When there is a reason to believe that an Employee is abusing sick leave, a medical certificate may be required for absence of three days or less.. This requirement is limited to cases of suspected abuse. A requirement for the medical certificate should be reviewed every 6 months by the supervisor concerned to determine if a continuation of this requirement is necessary.

Section 7. Supporting medical certificates for sick leave absences in excess of three workdays will be required. In some cases, when the employee did not visit a doctor and there is no reason to suspect abuse, a sworn statement from the employee as to the nature of the illness may be accepted.

Section 8. Employees may request sick leave, annual leave and LWOP if incapacitation is related to pregnancy and confinement has been properly established by medical authority. An absence covering pregnancy and confinement is treated as any other medically certified temporary incapacitation. Request for leave for maternity purposes must be processed according to the same policies and procedures that apply to requests for leave in general.

Section 9. Up to 30 days of sick leave may be advanced to an eligible employee, after all sick and annual leave is exhausted. Requests will be in writing and are subject to Navy Exchange Officer approval.

ARTICLE XV

ADMINISTRATIVE LEAVE

Section 1. RFT and RPT employees may, at the discretion of the Employer, be granted Administrative Leave. It is treated as time worked for all purposes except that the employee is excused from regularly assigned duties.

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

- a. Brief periods of absence or tardiness due to circumstances beyond the employee's control.
- b. Blood donations. Employees are encouraged to volunteer as blood donors, without compensation, to blood bank or in emergency, to individuals. An employee is excused without charge to leave or loss of pay. Normally, the maximum administrative excusable time for recuperation will be four hours.
- c. Voting in federal, state, county and municipal government elections. Time shall be granted when an employee's work schedule and poll hours preclude voting before or after normal duty hours. Normally this amount of time will not be more than two hours after polls are opened or two hours before polls are closed.
- d. Unusual severe weather conditions or other emergencies which dictate suspension of NAFI operations by the CO/NEO, when employees at work or scheduled to be present for duty are excused without charge to leave. The status of employees on approved leave or LWOP during periods of absence does not change.

ARTICLE XVI

COURT LEAVE AND MILITARY LEAVE

Section 1. Employees are authorized absence from work for jury duty or for attending court in any unofficial capacity as a witness on behalf of the U. S. Government or the Government of the District of Columbia on advance notice of a court order, subpoena, or summons or any other judicial notification. The court may be a state, federal or District of Texas court. For court leave purposes, municipal courts are considered state courts. Regular full-time and regular part-time employees on court leave receive their regular pay for such time off and reimbursement for expenses or an expense allowance rather than a jury fee as provided for under Texas law.

Section 2. Upon presentation of competent orders, RFT and RPT employees who are members of the Reserve components of the Armed Forces of the United States, including the National Guard, are entitled to excused absence of not more than fifteen calendar days in any fiscal year without loss of pay, time or performance rating when called to active duty and/or training. Any part of this excused absence that is not used in any given fiscal year accumulates for use in succeeding fiscal years not to exceed a fifteen day maximum carry over. Therefore, an eligible employee could have a maximum of thirty days to his/her credit for use during a fiscal year.

Section 3. RFT and RPT employees called to active duty for the purpose of providing military aid to enforce the law may be granted addition military leave not to exceed twenty-two working days in a calendar year.

ARTICLE XVII

JOB DESCRIPTIONS

Section 1. The Employer agrees to furnish each employee with a current job description when initially assigned to the position.

Section 2. The Employer retains the right to change employee's job descriptions. Employees will be advised of changes and their input will be taken into consideration.

Section 3. Job descriptions shall define the general job duties accurately and realistically, and responsibilities of a given position. They do not prescribe every duty the employee will be expected to perform. When the term "other duties as assigned" is used, it means other related duties.

ARTICLE XVIII

PERFORMANCE RATINGS

Section 1. In accordance with applicable regulations, it is agreed the work performance of all regular probationary employees will be reviewed at the end of six months. The employee will be advised on his/her performance at this time. Subsequent work performance appraisals will be prepared on an annual basis.

Section 2. The supervisor-employee interview will include a discussion of the factors on the Work Performance Review form the ratings assigned, any outstanding rating and any unsatisfactory ratings, any training or improvement needed and the meaning of the overall rating.

Section 3. When an employee is transferred or promoted to a different job, his/her work performance may be reviewed after the first six months on the new job, after the second six months and annually thereafter.

Section 4. Employees will be furnished copies of their work performance reviews after they have been reviewed by the reviewing official.

Section 5. Employees may grieve the performance evaluation rating and/or any written comments made in connection with the performance appraisal with which they disagree under the negotiated grievance procedure.

ARTICLE XIX

TRAINING AND DEVELOPMENT

Section 1. The Employer and the Union agree that the training and development of Unit Employees is a matter of major importance to the parties. Consistent with needs, the Employer agrees to develop and maintain meaningful and effective policies and programs designed to achieve this purpose.

Section 2. The Employer will identify occupations in which scarcities exist. Furthermore, the Employer will, to the maximum extent practicable, publicize training opportunities in these areas and inform the Employee how to apply for this training.

Section 3. When advance knowledge of the impact of pending changes in function organization and mission is available, it shall be the responsibility of the Employer to plan for retraining of Employees involved whenever necessary.

Section 4. The Employer will provide Employee on-the-job cross training as practicable, employing such techniques as interchanging Employees when they share mutual desires and aptitudes to receive training in each of their respective positions.

Section 5. The Employer shall identify situation in which further training of Employees can contribute to the defined goals and objectives of the Employee.

Section 6. In regard to the installation of any new equipment, machinery or procedures which would result in changes of work assignments the Employer will provide training to enable the Employees to adequately perform the new or changed assignment.

ARTICLE XX

UNION TRAINING

Section 1. Eight (8) hours of paid time within a calendar year for each steward and chief steward may be granted, subject to workload requirements, to attend union-sponsored training, when at least fourteen (14) days advance notice has been provided and the training is of mutual benefit to the Parties

ARTICLE XXI

DISCIPLINARY ACTION

Section 1. It is mutually recognized that disciplinary actions are for the purpose of correcting offending employees and maintaining discipline and morale in the workforce. Disciplinary actions will be administered in accordance with the provisions of applicable regulations.

Section 2. Oral warnings, letters of caution and emergency suspensions without pay pending disciplinary action are non-disciplinary measures and will not be considered disciplinary actions. Disciplinary actions are letters of reprimand, suspensions without pay, demotions with accompanying reduction in pay, and termination for cause.

Section 3. Employees will be advised in writing of the specific disciplinary action being considered and proposed effective date. The advance notice will state in detail the reasons for the proposed action to allow the associate an opportunity to respond.

Section 4. Any reply will be given consideration by the Employer before a notice of decision is issued.

Section 5. Additional Exclusion. Disciplinary actions do not include:

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

Section 6. Employee counseling will be done in private to avoid embarrassment to the employee. If an employee is to be served with a warrant or subpoena, it will be done in private, without the knowledge of other employees to the extent within the Employer's control.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's loyalty or desirability to the organization.

Section 3. The negotiated grievance procedure is the sole procedure available to the Parties and Employees in the bargaining unit for resolution of covered matters. Employees have the right to present grievances to the Employer on their own behalf and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present.

Section 4. This grievance procedure excludes any grievance concerning, or which includes, any of the following:

- a. Any matter which is subject to final administrative review above the local installation command level.
- b. The content of published policy and regulations
- c. Non-selection for promotion, except for procedural error
- d. Termination of temporary personnel actions
- e. An action terminating a probationary or flexible employee
- f. Emergency suspensions
- g. Claimed violations relating to prohibited political activities
- h. Non-adoption of a suggestion or disapproval of a cash or honorary award or any award the granting of which is discretionary with management.
- i. A proposed action, notice of warning or caution, or any prospective management action
- j. A suspension or removal for National Security reasons
- k. Any examination, certification, or appointment
- l. Any action for which another adjudicatory procedure exists

- k. Any examination, certification, or appointment
- l. Any action for which another adjudicatory procedure exists
- m. Equal Employment Opportunity complaints
- n. Business-based actions.
- o. Retirement, Life Insurance, or Health Insurance
- p. An action terminating an employee for unsatisfactory performance
- q. Failure to receive a pay adjustment or bonus or the amount of a pay adjustment or bonus under pay banding.
- r. Disciplinary actions - 31 calendar days suspension or more; terminations

Section 5. The following procedure applies to all eligible employees of the unit and the Parties:

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

a. Step 1. If the problem is not satisfactorily resolved at the Informal Step, the aggrieved employee must file the grievance, orally and/or in writing, to the lowest supervisory official who can grant relief, within ten calendar days of the informal step decision. This official will answer the grievance within ten calendar days, or if unable to reply within this time frame, will advise the employee in writing when an answer may be expected.

b. Step 2. If the problem is not satisfactorily resolved at Step 1, the employee shall have seven calendar days following receipt of the Step 1 decision to reduce the grievance to writing, state the exact nature of the grievance, the date the incident occurred, remedy sought and submit it to the management official next in the chain of command above the individual who considered the grievance at Step 1. This individual becomes the final deciding official. This official will review the written record, conduct an investigation if he or she decides one is required, and issue a final written decision within 60 calendar days following the first filing of the grievance.

Section 6. All time limits may be extended by mutual written agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step shall entitle the Union or associate to advance the grievance to the next step. Failure of the Union or the associate to observe the stated or extended time limits shall constitute withdrawal of the grievance. The associate or Union may withdraw the grievance at any time.

Section 7. Any grievance not resolved under the terms of the Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article XXIII of this Agreement.

ARTICLE XXIII

ARBITRATION

Section 1. If the Parties fail to settle any grievance properly processed under the negotiated grievance procedure, such grievance, upon written request from either Party within fifteen (15) workdays after receipt of the other Party's final decision, may be submitted to arbitration. The request for arbitration must be signed by the President of the Union or Navy Exchange Officer or authorized designee in order for the request to be considered valid.

Section 2. Within fifteen (15) workdays of either Party receiving a valid arbitration request, the Parties will meet and select an arbitrator. If the Parties are unable to agree upon an arbitrator, the Parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. A brief joint statement of the nature of the issue(s) will accompany the request to enable the service to submit the names of arbitrators qualified for the issue(s) involved. The Parties shall meet within seven (7) workdays after the receipt of qualified arbitrators from the service. If the Parties still cannot agree on one (1) of the listed persons, the Union and the Activity shall strike one (1) arbitrator name from the list of seven (7) and the Parties shall repeat the process until only one (1) name remains; that individual shall be the duly selected arbitrator. A flip of the coin shall determine which Party strikes a name first. The moving Party may withdraw the grievance at any time.

Section 3. Within ten (10) workdays of the selection of the Arbitrator, the moving Party will contact the Arbitrator and coordinate a date for the hearing which is acceptable to both Parties to the arbitration proceedings. At least thirty (30) calendar days prior to the hearing, the designated representatives of the Parties will meet and attempt to agree upon the issue(s), stipulate facts, and authenticate proposed exhibits. The Parties will make such submission to the Arbitrator by ten (10) workdays prior to the hearing. In the event submission cannot be agreed upon, each Party will make its own submission within the time limit cited and provide a copy to the other Party.

Section 4. Should a dispute arise as to the grievability or arbitrability of an issue, that issue shall be submitted in writing to the Arbitrator as a threshold issue. The Arbitrator will render a decision before the hearing based upon the written briefs of the Parties.

Section 5. The arbitration hearing will be held, whenever practicable, on the Activity's premises and during normal day shift hours. Disputes as to the relevance of witnesses will be decided by the Arbitrator. Employees called as witnesses and the grievant will be excused from duty, without loss of pay or charge to leave, to extent necessary to participate in the official proceedings. It is understood, however, that overtime or compensatory time will not be paid for time involved in the proceedings.

Section 6. Testimony will be limited to such material facts as are in dispute and to such argument as the Arbitrator considers to be necessary and proper. The initiating Party will normally present its case first. The Arbitrator may, in his discretion, vary the normal procedure under which the initiating Party first presents its claims, but in any case shall afford full and equal opportunities to all Parties for presentation of relevant proofs. All other procedures relating to arbitration shall be determined by the Arbitrator.

Section 7. The Arbitrator will be requested to render their decision to the Parties in writing no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree otherwise. The Arbitrator's award will include the logic which resulted in the decision.

Section 8. The Arbitrator shall have jurisdiction and authority to interpret this agreement and apply it to the particular case under consideration. The Arbitrator shall be prohibited from adding to, modifying, or subtracting from the terms of this agreement or any supplemental agreement of the Parties. The Arbitrator shall be prohibited from adding to/modifying the issue of the grievance as submitted at Step 1.

Section 9. The decision of the Arbitrator shall be final, binding, and conclusive. Copies of the decision shall be sent by the Arbitrator to the Parties. Either Party may file an exception to the decision with the Federal Labor Relations Authority under regulations prescribed by the Authority. Unless an exception is properly filed, the Arbitrator's decision shall be effected in its entirety.

Section 10. The compensation and expense of the Arbitrator and of arbitration shall be borne equally by the Parties. Where not required by the arbitrator, either Party shall have a right to a transcript at its own expense. If either Party withdraws the case from arbitration after a fee has been incurred from the arbitrator but prior to the hearing, the Parties shall share the fee of the arbitrator equally.

ARTICLE XXIV

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, national origin, physical or mental handicap and to promote the full realization of Equal Employment Opportunity through a positive and continuing effort.

Section 2. Each party agrees to advise the other of equal employment opportunity problems and to jointly seek solutions to such problems through cooperative effort as provided in this Agreement and the Employer's regulations.

Section 3. A current list of counselors will be posted in a conspicuous location and will show their activity designations, telephone numbers and other pertinent information. An Employee may select a counselor from the list to process their complaint, subject to the counselor's workload requirements and possible conflicts of interest.

ARTICLE XXV

SAFETY AND HEALTH

Section 1. The Employer will continue to provide safe working conditions for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner. Each employee has a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. A safe, productive workplace benefits everyone.

Section 2. When an Employee identifies a situation or condition considered to be a hazard to health or safety, that Employee will notify their supervisor, the Station Safety Officer or other appropriate authority as determined by law and regulations. The Employer will assure prompt response to Employee reports of hazardous conditions and request inspections in accordance with appropriate laws and regulations.

Section 3. The Employer agrees to maintain a record of all accidents or reported unsafe conditions in accordance with laws and regulations of appropriate authorities.

Section 4. The Navy Exchange Officer will recommend the Union be allowed a NEX Non-appropriated Employee representative on the base's Safety Committee.

Section 5. In the event a Safety Inspector visits the installation for the purpose of inspection or investigation that could affect personnel policies, working conditions and/or Employee health and safety, a Union representative will be afforded the opportunity to meet with and accompany the official on the inspection or investigation.

Section 6. The Union will be advised at least 10 workdays prior to a scheduled health and safety inspection where the inspection results could affect personnel policies, working conditions and/or Employee health and safety. Reports of the inspections will be made available for review by the Union upon request. The Union will be given the opportunity to provide input to the Navy Exchange Officer for consideration regarding the survey results.

Section 7. Employees who require emergency treatment for injuries suffered during work hours shall be offered prompt medical attention through Naval Air Station Kingsville medical facilities or by other appropriate providers.

Section 8. The Employer will provide at no expense to the Employee required suitable protective equipment in accordance with applicable laws and regulations.

Section 9. When the Employer becomes aware of an on the job injury, the Employee affected shall be promptly informed of benefits provided by the Longshoreman's and Harbor Worker's Compensation Act.

Section 10. The Employer will insure that Employees have been properly oriented on the use of new equipment or machinery and will insure that this equipment or machinery has been properly inspected for safety before use. Equipment or machinery will be maintained and repaired in accordance with appropriate safety procedures.

Section 11. Any work connected injury or illness must be reported promptly to the immediate supervisor. Emergency treatment to employees will be available at either the base hospital or by other appropriate providers.

Section 12. The Employer agrees to post summary information concerning worker's compensation procedures and benefits.

Section 13. The Employer agrees to have Employees attend mandatory Safety and Health training conducted by the base.

ARTICLE XXVI

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 of eight calendar days or more, or separation action initiated by the Employer for non-disciplinary reasons.

Section 2. Business-based actions will be taken in accordance with the Navy Exchange Manual, Vol. 3, Pub. 145. Access to applicable sections of the Navy Exchange Manual shall be given to all associates and a copy provided upon request.

Section 3. The decision to conduct a BBA is a management decision. ABBA is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. It is not used to address a performance or conduct deficiency.

Section 4. Employees are affected by BBAs only if identified after an objective, fair, and equitable ranking against other employees in the same employment category and competitive area.

Section 5. In the event of a business-based action due to reorganization or other business related reasons, the Employer agrees to notify the Union, and the employees involved, as soon as practicable. Regular employees will be given an advance notice not less than seven calendar days for a non-separation action and thirty calendar days for separation. For covered Flexible employees, a 24 hour advance notice for non-separation actions and seven calendar days for separation.

Section 6. The Employer will assist separated employees in job placement efforts.

ARTICLE XXVII

PROMOTIONS

Section 1. Regular positions, and others management determines will be filled by competitive selection, will be announced on official bulletin boards. Announcements will be posted for a period of five workdays. External recruitment may commence at the time of the posting.

Section 2. Vacancy announcements will contain the following:

- a. Title, Grade/Band, Wage Range
- b. Work Location
- c. Major Duties
- d. Minimum Qualification Requirements
- e. Application Instructions
- f. Equal Employment Opportunity Statement

Section 3. Upon completion of the announcement period, qualified applicants will be referred to the selecting official.

Section 4. Interviews by the selecting official may be required of any or all qualified candidates.

Section 5. The selecting official will obtain the concurrence of the Navy Exchange Officer prior to notifying the successful candidate.

ARTICLE XXVIII

LABOR MANAGEMENT COOPERATION

Section 1. Representatives of the parties, not to exceed two (2) each, may meet on a quarterly basis, or as needed. These meetings will have as their purpose and shall give consideration to, policy matters relating to personnel policies and practices and working conditions affecting NEX Employees and questions concerning implementation or application of this Agreement.

Section 2. Either Party may request a quarterly meeting by giving the other Party a written notice of intent to have such a meeting. The Parties agree to exchange agendas, if they have issues to submit, three (3) working days after the intent letter has been serviced by one Party to the other. Only items on the agenda(s) will be discussed.

ARTICLE XXIX

DOD NAF AREA WAGE SURVEY

Section 1. The Activity shall notify the Union of the starting date of a wage survey as soon as they are informed that an official DOD NAF Area Wage Survey is scheduled.

Section 2. When an Employee in the bargaining unit is selected to serve on the NAF Wage Survey Data Collection Team, travel and transportation expenses are paid in accordance with Volume II of the Joint Travel Regulations.

ARTICLE XXX

AWARDS AND RECOGNITION

Section 1. Recognition of Employees accomplishments/Incentives should be handled on a fair and equitable basis. The Activity will insure that any awards, certificates, or incentives are handled in accordance with Article XXIV of this Agreement.

Section 2. Local Incentives awards (i.e. Employee of Quarter, Employee of the Year, SARA Award) should be awarded in a fair and impartial manner. The Officer/Chief Steward shall be allowed to be an active member of the committee or boards, whose purpose is to make the decisions for the award.

ARTICLE XXXI

EMPLOYEE'S FILES

Section 1. Official Personnel Record

a. The Official Personnel Record is the official repository for records affecting an Employee's status and service during their NAF employment. The folder provides the basic source of factual data about the Employee's employment history and thus is used primarily by the NAF Personnel Office in screening qualifications, determining status, computing seniority and other information needed in providing NAF personnel services. In addition, folders may be reviewed by, or be used to furnish information to, supervisors and operating official who are considering Employees for promotion or other official purposes in performing personnel management responsibilities.

b. The Parties agree that, in any event, only those persons that have a need-to-know, in the performance of official duties, will be allowed access to an Employee's Official Personnel Record.

c. It is also agreed that to the extent that it is not contrary to laws, rules and regulations, that an Employee, upon request, or a Union representative designated by the Employees in writing, may inspect the Employee's Official Personnel Record. Employees may inspect their own Official Personnel Record during the normal working hours of the NAF personnel office.

d. Personnel Office will provide Employee copies of Official Personnel Record upon request.

ARTICLE XXV

TRAVEL

Section 1. The Parties agree that travel will be in accordance with applicable laws and regulations.

ARTICLE XXVI

DISTRIBUTION

Section 1. The Employer agrees to publish the Agreement and provide twenty (20) copies to the Union.

Section 2. The Union agrees to provide one copy of this Contract to each Navy Exchange Employee requesting such a copy.

ARTICLE XXXIV

UNION DUES WITHHOLDING

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

Section 2. The Union is responsible for procuring, distributing the SF 1187, Request for Payroll Deduction for Labor Organization Dues, to its members, certifying to the amount of the dues, delivering the completed form to the Navy Exchange Personnel 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 employee 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 employee has been suspended or expelled for the Union, or upon request by the employee.

Section 4. An employee may voluntarily submit a SF 1188, Cancellation of Payroll Deduction of Labor Organization Dues, or submit a letter to the Navy Exchange Personnel Office to terminate an existing dues allotment. The revocation will become effective one year from the date of membership and thereafter at the beginning of the first pay period after 1 September. The payroll office shall promptly notify the Union of all such revocations received by transmitting a copy of the form.

Section 5. The Union shall notify the Navy Exchange Personnel Office, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

Section 6. This Article is subject to revision as may be necessary to comply with changes in applicable laws, rules, or regulation 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 employee member written notice of such change. The change will become effective the first full pay period following receipt of the Union's written request to the Personnel Office.

ARTICLE XXXV

DURATION OF AGREEMENT

Section 1. The effective date of this Agreement will be the date of approval by Department of Defense (DoD) or the 31st day after execution, whichever is sooner. Prior to the Agreement being forwarded by DoD for approval, the Agreement will be ratified by the membership of AFGE local 1735.

Section 2. The Agreement shall remain in full force for two years following the date of approval, providing that the Union continues to meet the requirements of exclusive recognition. The Agreement shall be automatically extended for two years unless written notice of desire to renegotiate the Agreement is served by either party between the 90th and 60th day prior to its expiration. If neither party notifies the other of an intention to renegotiate this agreement within that window period, the agreement shall be automatically extended effective on the date immediately following the last day of the specified duration of the agreement.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining by applicable laws, existing agency policies and regulations and the regulations of other appropriate authorities. The understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly relinquishes the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement. The Parties also voluntarily and unqualifiedly relinquish the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any modification of the of the terms and provisions contained in this Agreement, if such modification is to become effective prior to the expiration date of this Agreement except as may specifically be provided for in Section 4.

Section 4. 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 from higher authority. Any amendments will remain in effect in accordance with the provisions of this Article, after approval by the Department of Defense.

Section 5. This Agreement will be extended and remain in full force and effect during renegotiation of the next Agreement.

Section 6. Should any part or any provision of the Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or rule, the invalidation of such part or provisions of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and shall remain in full force and effect.

In Witness hereto the Parties executed this Agreement on the 3rd day of May 1996.

For the Employer:

For the Union:

Navy Exchange Officer

President, Local 1735

Chief Spokesperson

Chief Spokesperson

Team Member

Team Member

Team Member

Team Member

Reviewed and approved by Department of Defense on May 16, 1996, to be effective May 16, 1996.