

AGREEMENT BETWEEN
NAVY EXCHANGE
NORFOLK NAVY SHIPYARD
POST OFFICE BOX 68
PORTSMOUTH, VA 23705
AND
NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
LOCAL R4-109

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PREAMBLE

In accordance with Civil Service Reform Act of 1978, this Agreement is entered into between the NAVY EXCHANGE, Norfolk Naval Shipyard, Portsmouth, Virginia, hereinafter referred to as the "Employer" and Local R4-109, NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEE, hereinafter referred to as the "Union". Collectively, the Employer and the Union shall be known hereinafter as the "Parties".

WITNESSETH

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

Whereas, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Navy Exchange Program and the well being of Exchange employees with in the meaning of statute, to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the Employer and to provide means for amicable discussion and adjustment of matters of mutual interest, and in fulfilling these responsibilities the parties do affirm that they will cooperate in all efforts to insure good relations among the Employer, the employee and the local community.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 2 below and the Union recognizes the responsibilities of representing the interests of all such employees without discrimination and without regard to labor organization 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 in Articles II, III, and IV.

Section 2. The Unit to which this Agreement is applicable is composed of all eligible nonappropriated fund employees in the Navy Exchange, Norfolk Naval Shipyard and Naval Regional Medical Center, Portsmouth which includes all non-supervisory employees, part time military personnel and temporary employees having a reasonable expectation of continued employment except managerial employees, employees engaged in personnel work of other than purely clerical nature, supervisors, guards and employees of the K4 Food Service Department.

Section 3. For purposes of this Agreement categories are as follows:

a. Regular Employees

(1) Regular full-time employees are those hired for continuing positions and who have a regularly scheduled workweek of 35 hours per week or more.

(2) Regular part-time employees are those hired for continuing positions for a minimum of 20 hours per week but less than 35 hours per week on a regularly scheduled bases.

b. Temporary Employees

(1) Temporary full-time employees are those who are employed for 35 hours or more per week for a period not to exceed 12 months in a continuing pay status in the same NAFI. When their employment goes beyond this period, the category of employment will be changed to that of "regular full-time employees".

(2) Temporary part-time employees are those who are employed for a minimum of 20 hours per week but less than 35 hours per week for a period not to exceed 12 months in a continuing pay status in the same NAFI. If employed in a continuing pay status beyond this period, the category of employment will be changed to that of regular part-time employees.

(3) A temporary employee may not serve more than 12 months in a temporary appointment(s) in the same local NAFI without a break of employment of at least 3 months.

c. Intermittent Employees

(1) Employees who are not on a regular scheduled work week and who usually work less than 35 hours a week. Their employment is on a recurring basis, but only when needed.

Included in this category are those employees who work less than 20 hours per week on a part-time basis, with or without a regular schedule.

(2) Normally intermittent employees are used to cover special events, emergencies, unexpected workloads, vacation relief, and other similar situations.

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

(a) If the employee is working the extra hours because of a temporary need (such as, working in the place of a temporarily absent employee), or is performing an unscheduled type of work (such as, working a special function (a banquet, party, or dining in) employee may continue working out of his or her employment category. However, a review shall be made each succeeding 30 days and the reasons shall be recorded in the employee's personnel folder.

(b) If the employee is working the extra hours and there is employee category a need to continue the extra hours indefinitely, the will be changed to a regular full-time or part-time category

(c) If the employee's work hours are changed to a regular category (a) the change is effective the beginning of the pay period after the 90th day; (b) the employee is concurrently placed in a probationary status with no retroactive pay; and (c) the employee becomes eligible for participation in appropriate employee benefit programs.

(4) Intermittent employees are not eligible for participation in benefit programs including the various types of leave.

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

(a) Those with a prearranged, regular scheduled tour of duty. Such employees are eligible for normal step increases in accordance with FPM Supplement 532-2, paragraph S8-5B (1) (A).

(b) Those without a prearranged, regular scheduled tour of duty (on call). Such employees accumulate time-for-step- increases on the basis of the number of days actually worked as specified in FPM Supplement 532-2, paragraph S8-5b (1) (b).

(c) All intermittent employees will be officially placed on the payroll of the employing NAFI.

ARTICLE II

PROVISIONS OF LAWS AND REGULATIONS

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

ARTICLE III

RIGHTS OF THE EMPLOYER

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

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

b. and in accordance with applicable laws-

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

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

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

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

(b) any other appropriate source; and

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

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

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

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

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

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

ARTICLE IV

RIGHTS OF EMPLOYEES

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

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

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

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

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 5. An employee has the right to confer with the union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will request the time from his/her immediate supervisor and must obtain permission from his/her supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amounts sufficient in duration to conduct discussions and/or actions deemed necessary.

Section 6. The Employer agrees that all employees should be treated in a fair and equitable manner.

Section 7. Employees will be apprised periodically on changes to rules and regulations which may affect them.

Section 8. Upon written request, an employee and/or Union representative, designated in writing by the employee, will be permitted to review such employee's records and files. The employer will provide copies to the Union upon request.

Section 9. It is agreed that donations to fund drives and purchases of bonds shall be on a voluntary basis.

Section 10. The employee will be informed of his/her right to representation when given a written proposed disciplinary action.

ARTICLE V

UNION RIGHTS AND OBLIGATIONS

Section 1. Consistent with the statute and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, described in Article I of this Agreement. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, political affiliation, marital status, or handicapping condition.

Section 2. The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and the Statute.

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

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

b. the employee requests representation.

c. the employer shall annually inform unit employees of their rights as described above.

ARTICLE VI

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 2. Either party has the right to confer, at reasonable times, with the other concerning matters appropriate for consultation or negotiation as outlined in Section 1 above. The party desiring a meeting shall give reasonable notice to the other party specifying the matter to be discussed and, if appropriate, summarizing the incident or condition which necessitates the meeting. Representatives of the parties may meet once a month or more often when necessary at the request of either party. Summaries, or other records of meetings, shall be made as either party deems necessary unless the parties mutually agree in advance that a formal record or a meeting is necessary. Such formal records will include dates, those in attendance, subject discussed, a summary of the discussion, and decision reached, if any.

Section 3. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees. Such matters should be resolved at the lowest possible management official/Union representative level. A climate of cooperation and consultation will be encouraged between the Union and the Navy Exchange.

ARTICLE VII

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected officers and shop stewards duly designated by the Union. The Union may designate 4% of Unit members as stewards who shall be employees of the Employer and responsible for representing employees within their jurisdiction. The Local shall supply the Employer, in writing, and shall maintain with the Employer, on a current basis, a complete list of all elected officers and stewards, identifying the group of employees and work area each is authorized to represent. The Chief Steward will assume the duties of a steward who is absent.

Section 2. The stewards shall represent the Union and the employees in meeting with officials of the Employer to discuss appropriate matters. They may receive and investigate but shall not solicit grievances of employees on government time and property. Solicitation of memberships and activities concerned with the internal management of employee organizations such as collection of dues, membership meetings, campaigning for officers, conduct of elections and distribution of literature will not be conducted during working hours.

Section 3. In accordance with applicable directives of the Office of Personnel Management, successor to the Civil Service Commission, time used by representatives of the Union for Union activities must be identified (for record purposes) so as to distinguish it from production functions. Therefore, when a steward or a chief steward is required to stop work to conduct authorized Union business, he/she will obtain oral permission from his/her supervisor and

request a TIME OUT SLIP provided by Management. Completion of the TIME OUT SLIP will be accomplished by the steward/chief steward. In order to minimize unproductive time, the steward/chief steward will contact the supervisor of the employee to be visited prior to contacting the individual employee. In the event the supervisor denies permission to conduct business with the employee at that time, the supervisor will inform the steward/chief steward as to the reason for denial and advise him/her as to when he/she can reasonably expect to be able to contact the employee. When the supervisor summons the employee in response to the request, the supervisor will designate an area for the conduct of the Union business. Upon his/her return to his/her work assignment, the steward/chief steward will notify his/her supervisor of his/her return and turn in his/her completed TIME OUT SLIP. Completion of a TIME OUT SLIP is required to properly record Union member's time not allocated to production.

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

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

Section 6. Stewards will normally handle matters within their cognizance below the Division Manager level, while the appropriate Union representatives will handle contacts with officials of the Employer at and above the Division Manager level.

Section 7. The Union agrees that their representatives and stewards will be properly oriented and indoctrinated with respect to the statute and other applicable regulations and procedures, and with the provisions of the Agreement.

Section 8. Authorized non-employee representatives of the Union will be allowed to visit the activity at reasonable times for the purpose of meeting with officials of the Employer, subject to applicable security regulations. Such visits shall be cleared in advance through the Personnel Manager/Assistant of the Employer.

Section 9. The Employer agrees to approve official time, not to exceed sixteen (16) hours for officers and chief steward and eight (8) hours for stewards within a twelve (12) month period, to attend training sessions/conferences. Requests will be submitted to the Employer, in writing, one week in advance of the session/conference and will be considered on an individual case basis. Consideration will be given providing the subject matter of such session/conference is of mutual concern to the Navy Exchange and employee in his/her capacity as a Union official and the Navy Exchange's interests will be served by the employee's attendance.

Section 10. The Union President will be authorized reasonable access to telephone of the employer, as permitted by the Officer in Charge or designee, as needed in the conduct of authorized representational activities. Call will normally not exceed fifteen (15) minutes in duration, and will be restricted to local or non-toll calls.

ARTICLE VIII

PAYROLL DEDUCTIONS FOR PAYMENT OF VOLUNTARY UNION DUES

Section 1. Regular, periodic Union dues required to maintain an employee in good standing in the Union shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met;

- a. The employee is a member in good standing in the Union.
- b. The employee has voluntarily authorized such deduction on Standard Form 1187 (Allotment Form).
- c. The employee's earnings are sufficient, after all legal deductions, to cover the full amount of the allotment.
- d. Section A of the Allotment Form has been completed and signed by an official of the union and the form has been received by the Exchange payroll office.

Section 2. The Union agrees to be responsible for insuring that the Allotment Form (Standard Form 1187) is purchased and made to the members and shall insure that the employees are informed and educated concerning nature, the uses of the required form and the procedure for revocation of allotments.

Section 3. Deduction of the Union dues shall begin with the second pay period which occurs after receipt of a correctly executed allotment form by the Employer payroll office. However such forms must be received by the Employer payroll office not later than three work days prior to the beginning of the aforesaid payroll period. An employee may not request the deduction from his/her earnings of dues to any other Union.

Section 4. If the amount of regular dues is changed by the Union, the Navy Exchange Office will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for the second pay period following the pay period which the notice is received in the payroll office, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

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

Section 6. An employee may at any time voluntarily submit a Standard Form 1188 or other written request, in duplicate, to the Employer to terminate an existing dues allotment. Any such termination request shall become effective one year after the beginning of the first pay period following the anniversary date of an employee's initial request for payroll withholding of Union dues, or at the beginning of the first pay period after 1 March of each year thereafter. Any such termination must be received by the Personnel Office within five days prior to the

above effective dates. The duplicate copy of the termination will be forwarded to the Union within two work days. The Employer shall maintain a supply of Standard Form 1188 and will make this form available to employees upon request. It is the employee's responsibility to see that the termination request is received by the Personnel Office on a timely basis.

Section 7. An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur;

- a. Loss of exclusive recognition by the Union.
- b. Separation of the employee from the Unit as a result of resignation, retirement, transfer or other separation from the rolls of the Employer, reassignment, promotion or other personnel action.
- c. Upon receipt of notice from the Union that the employee has been suspended or expelled from the labor organization.
- d. When this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

Section 8. The Union agrees to notify the Employer payroll office in writing within five working days when an employee with a current allotment authorization ceases for any reason to be a member in good standing with the Union in order that his/her allotment for dues may be terminated.

Section 9. The Union shall furnish the Employer at the earliest practicable date with a certification of the amount of dues and the name, address and title of the official of the Union authorized to certify Section A of Standard Form 1187 on behalf of the Union, and a sample of that official's signature. The Union shall be responsible for giving the Employer prompt written notification of any changes in the name or address, or both, of the official of the Union.

Section 10. Where the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of dues of members of the Union shall be continued until resolution of the dispute or issue.

ARTICLE IX

HOURS OF WORK

Section 1. The administrative workweek will consist of 7 consecutive days extending from 0001 hours Friday to 2400 hours the following Thursday. Within the administrative workweek, the basic workweek will not exceed 40 hours, exclusive of meal times. Whenever possible, 2 consecutive days off will be provided in each administrative workweek.

Section 2. The Employer will provide the Union Local with an opportunity to meet and confer on the impact on Unit employees as a result of any contemplated change in the operating hours of work, number of shifts or shift hours.

Section 3. Regular meal or lunch periods will normally be scheduled for not less than 30 minutes, nor more than 1 hour and will not normally be considered as time worked. No employee will be required to work more than 6 consecutive hours without a meal period. In any four hour shift of continuing duty, a 15 minute rest period will be given as determined by the supervisor. Normally, adjustments for operational requirements should not preclude an employee from receiving a rest period at other than their regularly scheduled time. Rest periods may not be granted immediately after the beginning of the work day or immediately prior to the end of the work day, nor shall they accumulate from day to day.

Section 4. Where necessary, the Employer may allow reasonable time, depending on the nature of the work , prior to the beginning of lunch periods and at the end of the shift, for clean-up work areas, stowing of tools and where required, for personal hygiene.

Section 5. Changes in the work schedule will be posted on the bulletin board of otherwise brought to the attention of the employees as soon as possible but no later than seven (7) calendar days prior to the effective date of the new schedule, except in cases of emergencies or extraordinary business needs.

ARTICLE X

OVERTIME

Section 1. All members of the Unit will be paid overtime compensation in accordance with applicable regulations and at the rate of time and one-half their regular hourly rates for all authorized overtime work performed in excess of eight hours in a day or in excess of forty hours per week (FPM Supplement 532-2). (The minimum overtime unit for which eligible employees may receive compensation is one-half hour.) Overtime will not be worked by the employee without specific permission of his/her supervisor.

Section 2. The Employer agrees that overtime assignments will normally be made from volunteers. In the absence of qualified volunteers, overtime assignments will be distributed equitably. The Employer agrees to maintain and make available accurate, pertinent records of overtime to the Union upon its request for the resolution of employee complaints.

Section 3. The Employer may, upon request, release an employee from an overtime assignment provided his/her reasons are valid and another qualified employee is available for the overtime. Each employee will work overtime when assigned as deemed necessary to meet the mission of the Navy Exchange.

Section 4. Employees assigned to overtime work will be given as much advance notice as possible for such assignments.

Section 5. Employees who are called back to work at a time outside of and unconnected with their scheduled hours of work within their basic work week shall be provided for not less than two (2) hours work (FPM Supp l ement 532-2). If an employee is scheduled to work outside his/her basic workweek, and reports for such duty as directed, he/she shall be provided no less than two (2) hours work. Overtime rates will apply after eight hours of work within the basic work day and in excess of 40 hours per week. The provisions of this section shall not apply if the scheduled overtime work is cancelled and the employee is so notified before he/she leaves for work.

Section 6. Compensatory time off in lieu of overtime payment is not authorized except an employee may elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

Section 7. When an employee, eligible for shift differential, performs overtime work on a day not regularly scheduled as a workday for either himself/herself or the Employer, the overtime will be computed on the rate of his/her last previously scheduled shift. However, when an employee performs overtime work on a day not regularly scheduled as a workday for the employee but the Employer activity is working, the overtime pay will be computed on the rate of the shift the employee actually works on that day.

Section 8. Overtime is paid to a commission employee at one half of the step 2 rate of the rate range established for the grade of the job.

ARTICLE X I

HOLIDAYS

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

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

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

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

Section 5. Holidays will be paid to commission employees based on their prevailing rate of pay.

Section 6. Eligible employees in a pay status who are not required to work on a holiday shall receive pay for their scheduled hours at their regular hourly rate of pay, in accordance with applicable regulations.

Section 7. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

Section 8. All employees who work on a holiday during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

Section 9. The Employer will make reasonable efforts to grant annual leave to employees upon request for holidays not prescribed by law, associated with the religious faith of the employee. An employee having annual leave to his/her credit may apply in advance for leave and such leave may be approved consistent with the operational requirements.

ARTICLE XII

ANNUAL LEAVE

Section 1. The Employer will authorize annual leave when the work load permits, and whenever possible, at the convenience of the employee. Such leave will be earned by incumbents who are designated as regular full-time and regular part-time employees (including those off duty military personnel classified in this latter category). The amount of annual leave an employee earn depends on his/her total length of creditable service.

Section 2. Total creditable service will be determined in accordance with applicable regulations. (DoD 1401.1-M and Navy Exchange Manual).

Section 3. A regular full-time or part-time employee must have served under his current appointment for a continuous period of 90 calendar days before annual leave can be credited to his/her account, although regular annual leave does accrue during the control period. If the employee separated prior to completing 90 days, no annual leave credit for this period of employment will be granted nor paid for as a lump sum.

Section 4. Annual leave will accrue to regular full-time and regular part-time employees while in a pay status at the following rates excluding overtime hours:

a. Employees with less than 3 years of service will accrue 5% of the total hours in the basic workweek.

b. Employees with 3 years but less than 15 years of service will accrue 7.5% of the total hours in the basic workweek except for the final bi-weekly period of the calendar year when it will accrue at the rate of 12.5% of the total hours of the basic workweek.

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

basic workweek.

d. Overtime hours will not be credited for annual leave.

Section 5. The accrued annual leave is credited to the employee's individual leave record upon completion of the ninety calendar day qualifying period and thereafter at the end of the period in which it is earned.

Section 6. Changes in the rates of accrual are effective at the beginning of the first pay period following the completion of the prescribed service. When a change from a 7.5 % to a 10% leave category occurs at the beginning of the last full bi-weekly pay period in the calendar year, the employee's annual leave credit for that period will be computed at 12.5% of hours in a pay status.

Section 7. Commission or incentive paid regular employees are covered by the same annual leave policy which applies to regular full-time and regular part-time employees. However, the computation of the annual leave pay to such employees will be on a basis of hourly pay rate equivalents derived from the application of classification standards to the job. The employee's wage rate step of the currently authorized wage schedule for the appropriate job grade will be used in determining the base rate for computing earned pay for purposes of annual leave.

Section 8. The maximum amount of accumulated annual leave that may be carried over from one leave year to the next will be 240 hours.

Section 9. The employer and the Union agree that there is a mutual responsibility between the Employer and the employees to see that leave designed for rest and recreation is taken, when possible, during the calendar year. The Employer shall grant requested Annual Leave on an equitable basis; however, the Employer reserves the right to determine and change leave commitments as necessary to carry out the mission of the Navy Exchange. The Employer will encourage employees to use their annual leave so as to avoid a forfeiture situation.

Section 10. The granting of Annual Leave rests with the immediate supervisor and the Officer in Charge; however, particular attention will be paid to the use of leave schedules to insure that, to the maximum extent possible, employee leave preferences are granted for the periods requested. Annual leave granted will depend upon the work load of the department and consideration of all employees requesting leave.

Section 11. Employees who desire Annual Leave are required to submit an Absence Record (SS-241) for each period of Annual Leave requested. The Absence Record will be submitted by the employee to the immediate supervisor sufficiently in advance to enable the department manager to schedule work and to assure that all employees are given allowed time off. In order that payment of Annual Leave be made to the employee, the Absence Record must be prepared by the employee, approved by the immediate supervisor/manager and the Officer in Charge prior to the commencement of the requested leave.

Section 12. Annual Leave will be used in weekly units where possible, but not less than units of 1 hour. Any Annual Leave requested beyond one hour may be taken in units of half hours if necessary for the convenience of the employee. Leave without pay will be granted solely at the discretion of the employer.

Section 13. Employees who are terminated for any reason will be paid their unused Annual Leave. The employee will not be permitted to cash in Annual Leave allowances in lieu of taking time off except at termination.

Section 14. Supervisors will return all disapproved requests to the employee at least 7 days prior to the requested commencing date, with a notification as to the reason for disapproval.

Section 15. Management has the right, in accordance with applicable regulations to cancel and/or reschedule annual leave.

Section 16. Employees who are prevented from taking annual leave due to Exchange requirements which will cause them to forfeit leave at the end of the leave year due to the 240 hour requirement, may be allowed to carry over the additional leave into the following leave year.

ARTICLE XIII

SICK LEAVE PRIVILEGE

Section 1. Employees will accrue sick leave in accordance with applicable regulations; (DoD 1401.1-M and Navy Exchange Manual). The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor as soon as possible prior to the start of the employee's shift, but not later than two hours after the start of the shift.

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

Section 4. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval sick leave, unless such sick leave exceeds two working days of continuous duration, except in individual cases where there is reason to believe the employee is abusing sick leave privileges.

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

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

Section 7. Employees who are incapacitated from duty because of illness or accident who have exhausted all sick and annual leave balances may request advanced sick leave not to exceed 240 hours provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accruals. Requests must be submitted, in writing, and will be processed in accordance with applicable regulations.

ARTICLE XIV

MATERNITY LEAVE

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

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

ARTICLE XV

MILITARY LEAVE

Section 1. Military leave will be granted in accordance with applicable regulations. Regular full-time civilian employees who are members of Reserve Components of the Armed Forces of the United States, including the National Guard, are entitled to excused absence up to a maximum of 15 days per fiscal year without loss of pay, time, or performance rating when called to active duty or active duty for 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 15-day maximum carryover. Therefore an eligible employee could have a maximum total of 30 days to his/her credit for use during a fiscal year.

Section 2. In the case of regular civilian employees, who work less than full-time, the rate at which leave accrues shall be a percentage of the rate prescribed under Section 1 above. The percentage shall be determined by dividing the total number of hours that constitutes the normal scheduled workweek by the total number of hours that constitutes the normal full-time work week of the Exchange.

Section 3. Regular civilian employees who are called to active duty for the purpose of providing military aid to enforce the law may be granted additional military leave not to exceed 22 workdays in a calendar year. These employees shall be granted leave upon presentation of competent orders. Compensation (other than travel, transportation, or per diem allowance) received by an employee for such military services shall be credited against the pay payable to an employee with respect to his or her position for such period of military service. Military leave is to be granted only for workdays; the civilian pay of the employee shall be reduced only by the amount received for military service performed on a workday. The civilian pay shall not be reduced by any amount an individual may receive for days that are not workdays.

Section 4. Upon completion of a tour of training or duty, the employee is required to submit a certified copy of the completed military order to the Officer in Charge for filing in the employee's personnel jacket.

ARTICLE XV I

LEAVE WITHOUT PAY

Section 1. Employees will be granted leave without pay in accordance with applicable regulations (DoD 1401.1-M and Navy Exchange Manual).

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

Section 3. Employees on approved leave without pay status continue to be employees and as such may continue to participate in benefits programs for which they are eligible, in accordance with applicable regulations and the provisions of such plans.

Section 4. A Union representative, elected or appointed to a National Level Union office may apply for a period of leave without pay up to one (1) year to accept such position.

ARTICLE XVII

PROMOTIONS

Section 1. When the Employer determines to fill the following regular full-time positions in the unit, the job descriptions will be posted on all official bulletin boards at least five (5) working days after it is established the position is available: Grades PS 5 and above, AS 4 and above, NA 4 and above and all NL jobs. Posting of such promotional notices for a period of less than five (5) days may be mutually agreed upon by the Employer and the Union in specific instances. Promotional opportunity notices shall contain either the minimum qualification standards for appointment to such positions or an indication where the minimum qualifications for appointment to such positions are available for review.

Section 2. Any employee may submit a request for promotional opportunities. Such promotions will be effected in accordance with the activity's merit promotion policy, which is consonant with the provisions of the Navy Exchange Manual or higher authority.

Section 3. Failure to be selected for promotion when proper promotion procedures are used, that is, nonselection from among a group of properly qualified candidates, is not grievable.

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

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

ARTICLE XVIII

DETAILS AND TEMPORARY PROMOTIONS

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

Section 2. Details of employees to work at positions at the same or lower grade levels than those presently held will be confined to maximum period of 120 calendar days. Details to unestablished positions, where the duties and responsibilities have not yet been classified and evaluated with regard to title, series, and grade will be limited to periods of 60 calendar days.

Section 3. The Employer agrees to equal pay for equal work. Temporary promotions will not be made for periods of less than thirty (30) work days; however, it is understood that qualified personnel will be placed as relief of personnel who are absent due to sick leave, annual leave and emergencies according to the time required to maintain the mission of the Exchange and the department. When an employee is required to work in a higher classified job, performing the full scope of the higher duties for more than thirty (30) consecutive work days, his/her hourly rate shall be the starting rate for that classification, or the next step, which would be an increase. Temporary assignments of less than thirty (30) work days will not entitle the employee to remuneration at the pay scale of the position he/she is temporarily filling.

ARTICLE XIX

CHANGES IN JOB DESCRIPTION AND REQUIREMENT

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

Section 2. Upon request by an employee or through his/her designated representative, the Employer will review the individual's job duties or responsibilities to determine whether the individual is performing in accordance with his/her job and to determine whether or not corrective action should be initiated by the Employer or employee.

Section 3. Neither the listing of duties in a job description nor the inclusion or omission of a statement regarding the performance of other related duties affects the authority of management to assign such duties. Management, however, has an obligation to see that the changes in principal duties and the assignment of collateral duties should be made with full awareness of the impact on the employee affected and the general responsibility to maintain good morale. All supervisors or head sales clerks should have, or have knowledge of, the job description of employees working under their supervision.

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

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

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

ARTICLE XX

PERFORMANCE EVALUATION

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

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

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

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

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

ARTICLE XXI

WAGES AND WAGE SURVEYS

Section 1. Employees in the unit are covered by the minimum wage provisions, the Fair Labor Standards Act and Public Law 92-392 and applicable regulations. If employees are paid on other than an hourly basis, they shall receive at least the minimum hourly rate.

Section 2. Wage surveys shall be conducted in accordance with the regulations of the Department of Defense Nonappropriated Fund Salary and Wage Fixing Authority.

Section 3. Every unit employee shall be treated fairly with regard to wages and wage increases. Wages and wage increases shall be in conformance with the nonappropriated fund Federal Wage System as set forth in FPM Supplement 532-2. In the event of a discrepancy, corrective action shall be taken by the Employer.

Section 4. Any unit employee participating in an area authorized wage survey shall be in a pay status.

ARTICLE XXII

TRAINING

Section 1. The Employer shall maintain a training program consistent with the needs of the Employer to improve the knowledge, attitudes and skills of the employees so that they may contribute fully to the achievement of the Navy Exchange. Selection for such training shall be consistent with applicable rules and regulations as outlined in the Navy Exchange Manual.

Section 2. Employees are encouraged to strive for self-development. The employer agrees to publicize training opportunities.

Section 3. The Employer and the Union agree that the training and development of employees mutually beneficial.

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

ARTICLE XXIII

SAFETY AND HEALTH

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

Section 2. The Union agrees that all injuries, regardless of how minor they appear to be will be reported in writing to supervision. Prompt and adequate emergency treatment of occupational injuries and occupational illness will be furnished by physician selected by the employee. In extreme emergencies, the facilities of the Norfolk Naval Shipyard or Naval Hospital will be used. However, as soon as practicable, the injured employee will report to his/her physician.

Section 3. In the course of performing their regularly assigned work, employees are encouraged to report unsafe practices, equipment conditions as well as environmental conditions in their immediate area which may constitute industrial health hazards. If any unsafe or unhealthy condition is observed, the employee should report it to his/her immediate supervisor. If the safety question is not settled by the immediate supervisor, the matter may be promptly referred to the cognizant department manager for resolution. In the event resolution is not attained at that level, the employee may submit the issue to the Safety Coordinator and may be accompanied by a Union Representative. The Employee will continue to work unless he/she reasonably believes that the duties present an imminent risk of serious bodily harm or death.

ARTICLE XXIV

ADVERSE WEATHER

Section 1. The Employer agrees that when, due to adverse weather, the host command determines that Navy Exchange activities must be curtailed, employees on duty at such time whose services can be curtailed will be administratively excused without charge to Annual Leave or loss of pay. It is understood by the parties that in some instances the host command may close their functions but certain activities of the Navy Exchange will be required to remain open.

Section 2. When the host command or the Employer has made the decision to curtail any operation of the Navy Exchange during normal working hours, the employees involved will be advised and when released requested to depart the Navy Exchange as quickly as possible to prevent interference with activities of the host command in dealing with the adverse weather condition.

Section 3. When activities of the Navy Exchange have been curtailed due to adverse weather, during or before normal hours of operation, it is the responsibility of the employee to watch television and listen to radio for the appropriate public service announcement which will include the times civilian employees are to report to work. The Navy Exchange employees will report to work when announcements are made that the Norfolk Naval Shipyard or Naval Regional Medical Center as appropriate are returning to work.

Section 4. A Union official will be kept informed by the Employer of curtailment of the operation when the Host Command releases personnel.

ARTICLE XXV

CONTRACTING OUT OF BARGAINING UNIT WORK

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

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

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

Section 4. The Union will be advised of the contracting out decision.

ARTICLE XXVI

REDUCTION IN FORCE

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

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

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

Section 4. All actions taken by the Employer will be taken in accordance with NEXCOM instruction 12351.1A. In the event this instruction is revised by NEXCOM, the Union will be provided a copy of the changes and the Employer will fulfill its bargaining obligations.

ARTICLE XXVII

SEVERANCE PAY

Section 1. Regular full-time and regular part-time NAFI employees who have completed at least 12 continuous months of service with one or more DOD NAFI and who are involuntarily separated from their employment because of reduction-in-force (RIF), base or post deactivation, or reorganization, and who are not eligible for an immediate unreduced NAFI retirement annuity will receive severance pay if not precluded by subparagraph 2 below. The amount of such remuneration will be one week's base pay for each year of continuous regular full-time or regular part-time service with one or more DOD NAFI 's up to 4 years of service, for a maximum of 4 weeks of pay. This pay will be based on the number of hours regularly scheduled to be worked during a week and the rate received immediately before separation. Time served as a regular employee with a NAFI, as well as time served on active duty with the U.S. Armed Forces which interrupted civilian NAFI service, will be creditable for computing entitlement to severance pay. Periods of employment prior to separation resulting in severance pay will not be considered in subsequent severance pay entitlement calculations.

Section 2. Involuntarily separated employees will not receive severance pay if the employee:

- a. is employed in another regular NAFI position; or
- b. has refused an offer of employment in a position without loss of pay, employment

category, and seniority with in the same NAFI or another NAFI in the same commuting area; or

c. immediately accepts employment in a continuing appropriated fund position.

ARTICLE XXVIII

EMPLOYEE RECOGNITION

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

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

ARTICLE XXIX

BENEFICIAL SUGGESTIONS

Section 1. The policy of the Employer is to encourage all employees to participate in the Beneficial Suggestion Program and the Cost Reduction Program. The participation of employees in the two programs should stimulate usable and practicable ideas that could permit the Navy Exchange to operate with greater economy and efficiency. The coordinators of the programs are to receive, record and acknowledge suggestions and ideas. Coordinators will make every reasonable effort to process suggestions and ideas in an expeditious manner. It is agreed that employees who encounter unreasonable delays in final determination on the adoption or rejection of the submitted Beneficial Suggestion or Cost Reduction idea may take the matter up directly with the Officer in Charge, who will take steps necessary to resolve the question.

Section 2. Employees are encouraged to discuss prospective suggestions with their immediate supervisor, after they have written and before they submit the idea or suggestion to the Program Coordinator. The Beneficial Suggestion Program and the Cost Reduction Program will be administered in accordance with existing Navy Exchange Program Instructions on the individual subjects. Monetary awards will be based on the guidelines established in the individual instructions.

ARTICLE XXX

EQUAL OPPORTUNITY

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

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

Section 3. Each party agrees to advise the other of equal employment opportunity problems and to jointly seek solutions to such problems through cooperative efforts.

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

ARTICLE XXXI

EMPLOYEE ASSISTANCE PROGRAM

Section 1. Employees who may have alcohol, drug abuse or other personal problems which are affecting their work performance, are encouraged to voluntarily seek counseling and information. Alcoholism and drug abuse are health problems and employees having these illnesses will receive the same consideration and offer of assistance that is extended to employees having other illnesses or health problems. The Employer is concerned with the employees use of alcohol or drugs only as it may affect job performance.

Section 2. It is understood that the Department of the Navy and the Navy Exchange System do not condone employee drug activity or other actions, contrary to law, and that alcohol or drug abuse will not bar management initiated corrective action, including termination of employment based on illegal activities or when otherwise warranted. Corrective action may be taken concurrently with referral to a counseling program.

ARTICLE XXXII

DISCIPLINARY ACTIONS

Section 1. Disciplinary actions will be taken in accordance with applicable regulations. Disciplinary actions include informal actions, such as oral counseling and letters of caution, and formal actions, such as written reprimand, suspension without pay, demotion and termination of employment. Employees will be notified of their right to grieve or appeal disciplinary actions.

Section 2. Oral admonition and letters of caution for misconduct may be given by the employee's immediate supervisor. However, neither will be made a matter of record in the employee's official personnel folder.

Section 3. Before issuing an advance notice of proposed disciplinary action, or notice of decision, the Employer agrees to conduct a thorough investigation to determine and document the facts.

Section 4. It is agreed and understood that employees may be formally disciplined by being reprimanded in writing, suspended from duty, reduced in grade or pay, or removed from employment.

Section 5. Disciplinary action will be initiated within a reasonable period of time after the incident except where precluded by extenuating circumstances.

Section 6. Due weight shall be attached to factors supporting the employee's position, such as performance, conduct record, character and potential in determining the severity of the penalty. The most important aspect is the nature and seriousness of the offense.

Section 7. The Employer and the Union recognize that the Employer will not be placed in the position of acting as a collection agency or agent, or of determining the validity of contested debts. Any debts considered just and valid by the employee and brought to his/her attention will be settled between the employee and the institution concerned without any administrative burden being placed on the Employer. If nonpayment of valid debts by an employee causes an administrative burden on the Employer, action may be taken in accordance with existing regulations.

ARTICLE XXXI I I

GRIEVANCE PROCEDURES

Section 1. This article is intended to provide an orderly procedure for the processing of grievances by Unit employees, Union, and the Employer. Grievances to be processed under this article, shall pertain only to the application of express provisions of this Agreement. The following negotiated grievance procedure does not cover any other matters, including matters for which statutory appeals procedures exist, and shall be the exclusive procedure available to the Parties and Unit employees for resolving such grievances.

Section 2. A Grievance is defined as any complaint:

- a. by a unit employee concerning any matter relating to his/her employment
- b. by the Union concerning any matter relating to the employment of unit employees or
- c. by any unit employee, the Union, or the Employer concerning:

(1) the effect or interpretation, of a claim of breach of this agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting condition of employment.

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

- a. Any claimed violation in connection with prohibited political activity.
- b. A fitness-for-duty examination decision.
- c. Suspension or removal for National Security Reasons.
- d. Non-selection for promotion from a group of properly ranked and certified candidates.
- e. Disapproval of a cash performance award, or any kind of honorary or discretionary award.
- f. Matters concerning retirement, life insurance and health insurance.
- g. Matters concerning any examination, certification or appointment of candidates for Federal employment.
- h. The classification of any position which does not result in the reduction in grade or pay of an employee.
- i. Allegations of mismanagement.
- j. An allegation or complaint of discrimination.
- k. Separation for failure to satisfactorily complete a trial or probationary period.
- l. An action terminating a temporary promotion within a maximum period of two years and returning the employee to the position from which he/she was temporarily promoted or reassigning him/her or demoting him/her to a different position that is not at a lower grade level than the position from which he/she was temporarily promoted.
- m. Reduction-in-force, when the basis for the grievance is for other procedural error.
- n. Veterans Restoration Rights.

Section 4. Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 5. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

Section 6. Every effort will be made by management and the aggrieved party/parties to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance or his/her loyalty or desirability to the organization. The Union is assured the right in its own behalf or on behalf of any employee in the unit to present and process grievances.

Section 7. If two or more employees initiated identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 8. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved to comply with any applicable time limit terminates further consideration of the grievance. Failure of the respondent to comply with any applicable processing time limit will entitle the grievant to grieve to the next step in the grievance procedure. All time limits set forth herein may be extended by mutual agreement of the parties in writing. Extensions of time will be agreed upon for justifiable reason

Section 9. No representative of the Union will solicit grievances from employees. The Union agrees to discourage the filing of unsubstantiated complaints by disgruntled employees who seek Union representation.

Section 10. A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare, and present a grievance through this grievance procedure. An employee or Union representative desiring official time for either of the foregoing purposes shall inform his/her immediate supervisor, if available, or the next higher level of line supervision who is available, of the reason he/she desire to absent himself/herself from his job site and the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself/herself from his/her work site.

Section 11. The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail however, the following procedures are established for settlement of grievances:

Step 1. Grievances must be presented within 15 calendar days from the date the employee became aware of the action or condition causing the grievance. The grievance shall first be taken up orally by the concerned employee and/or steward with the appropriate supervisor in an attempt to settle the matter. The supervisor will render an oral decision within (5) work days. It is expected that most problems will be resolved at this level.

Step 2. If the problem is not satisfactorily resolved at step 1, the aggrieved may proceed to step 2. The grievance must be submitted in writing to the appropriate department manager setting forth the basis of the grievance and the corrective relief sought within five (5) work days after receiving the decision in step 1. The Department Manager will meet with the aggrieved employee and his/her representative within five (5) work days of receipt of the written grievance and shall render a decision in writing to the employee within five (5) work days of completion of the meeting.

Step 3. If the problem is not satisfactorily resolved Step 2, the aggrieved may proceed to step 3. The grievance must be submitted in writing to the Officer in Charge within five (5) work days after receiving the decision in step 2. The Officer in Charge shall meet with the employee and his/her representative within five (5) work days of the receipt of the written grievance and shall render a decision in writing within five (5) days of completion of the meeting.

Step 4. If the problem is not resolved at step 3, the grievance may be submitted in writing to the Commanding Officer of the Base within five (5) work days of receipt of the decision at step 3. The Director of Navy Exchanges and/or designee shall arrange to meet with the employee within five (5) work days of receipt of the complaint and shall render a written decision within five (5) work days of completion of the meeting.

Section 12. If the basis for the employee's grievance is an action or decision of an official at or above immediate supervisor's level, the grievance shall begin at the appropriate level where a decision can be made and the grievance resolved (decision making level in action involved).

Section 13. Employer grievances shall be filed in writing with the President of the Union. Union grievances shall be filed in writing with Officer in Charge by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought and must be filed within fifteen (15) work days of the date the grievant became aware of the action or condition causing the grievance.

Section 14. Grievability/arbitrability issues that develop during the grievance procedure, if not resolved, will be handled as threshold issues before an arbitrator, in the event the grievance is referred to arbitration.

Section 15. Grievances not resolved through the provisions of this Article of may be referred to Arbitration by either the Union or Employer.

ARTICLE XXXIV

ARBITRATION

Section 1. When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within ten (10) work days of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

Section 2. Within five (5) work days from the date of receipt of the request to invoke arbitration, the Employer will request the Federal Mediation and Conciliation Service to provide a list of five arbitrators. Representatives of the parties will meet within seven work days of receipt of the list of arbitrators to select one to hear the grievancee. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, who is the person who shall be requested to arbitrate the matter. A flip of a coin will decide which party strikes first.

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

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

Section 5. Arbitration hearings shall be held on the Employer's premises during the regularly scheduled workweek. Employees in a duty status that have a relevant role in the proceedings shall be excused from duty for the time necessary to participate in the hearing without loss of pay.

Section 6. The arbitrator shall be requested by the parties to render his award as soon as possible and if at all possible, to do so within thirty calendar days after receipt of the transcript.

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

ARTICLE XXXV

UNFAIR LABOR PRACTICES

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

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

Section 3. All informal complaints will be filed in writing with either the Employer, Attn: Officer in charge, Norfolk Naval Shipyard, Portsmouth, or the President, NAGE, Local R 4-109, or the National Representative concerned.

ARTICLE XXXVI

PUBLICITY

Section 1. The Employer agrees to provide adequate space on employee bulletin boards located in buildings where unit members are employed for posting of Union notices and similar informational notices of concern to the employees. The Union will be responsible for posting, removing and maintaining its assigned bulletin space in orderly condition. Posting to bulletin boards located for patron use will not be used for Employer and Union postings.

Section 2. Union literature will only be posted on bulletin boards designated pursuant to Section 1. Literature so posted must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material. Any costs of posting shall be borne by the Union. The Employer shall suspend the Union posting privileges if it is determined that the Union has violated the provisions of this Article.

Section 3. The Employer agrees to pay for the printing of the first 200 copies of the signed agreement. Each party will be responsible to reproduce any additional copies each may need.

ARTICLE XXXVII

GENERAL PROVISIONS

Section 1. The Employer agrees to bear the full expense for all Employer required uniforms special clothing and/or equipment (except auto mechanics' hand tools) for use in connection with their assigned work, as specifically outlined in the Navy Exchange Manual.

Section 2. The Employer agrees to make reasonable efforts, within the constraints of space available, to maintain satisfactory and sanitary restroom and washroom facilities, lounges and lunching facilities and the Union will encourage employees to cooperate in keeping such facilities clean.

Section 3. The Employer will make every effort to ensure that Navy Exchange vehicles, which employees are required to use in the performance of their duties, are maintained in good operating condition. In this regard, employees so assigned have a definite responsibility to ensure that maintenance on such vehicles is performed as scheduled, that the vehicle is driven in a safe manner and that care is exercised in maintaining the interior of the vehicle in a clean and trash clear condition.

Section 4. Oral admonitions and warnings will be done in such a way as not to embarrass the employee in front of his/her co-workers or the public.

Section 5. Insofar as practicable the Employer will continue arrangements presently in effect to provide parking spaces for employees. Current instructions concerning Standards of Patron Service prohibit employee parking in areas of most convenience to patrons.

Section 6. The Employer shall make a reasonable effort to maintain adequate ventilation, heating and cooling of buildings affecting the employees health, welfare and morale.

Section 7. All major and proper equipment and tools will be furnished and owned by the Navy Exchange. If an employee elects to use his own tools, the Navy Exchange does not assume responsibility for loss or destruction of such tools.

Section 8. Commissioned employees will be advised of anticipated change in prices to be charged and the commission to be paid the employee therefrom and have the right to present their views for consideration.

Section 9. Each cash register drawer will be assigned to one employee at a time. Except where clearly inconsistent with operational needs and requirements, cash register operators, upon request, will be advised of their cash register drawer reading at the end of his/her shift.

Section 10. The Union's designee for the purpose of administering this agreement and the Labor-Management Relations Program at the Navy Exchange is the Union President or his/her designee. The employer will address to him/her all queries concerning activity-wide personnel policies, practices and matters affecting working conditions.

Section 11. Upon the Union President's written request, and not more than two (2) times during each calendar year, the Employer will furnish the Union a list of Unit employees. The listing will include each employee's name, grade, and work location. The Union will be responsible for distributing the contract to Unit members.

ARTICLE XXXVIII

ORIENTATION FOR NEW EMPLOYEES

Section 1. The Union will be afforded the opportunity to be present at new employee orientation sessions.

Section 2. The Union's representative will be permitted the opportunity to (1) advise bargaining Unit employees of its existence; (2) describe the bargaining unit it represents; (3) provide the telephone number where Union representatives can be reached; and (4) distribute copies of the Agreement to bargaining unit employees. The Union agrees that the purpose for attending new employee orientations shall not be for the purpose of soliciting Union membership.

Section 3. The Union will advise the Officer in Charge of the name of the person designated to serve as its representative at new employee orientations. The Union may change its designee upon written notification to the Officer in Charge.

ARTICLE XXXIX

DURATION AND AMENDMENTS

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

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

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

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

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

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

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

a. Amendments may be required because of changes made in the applicable laws or Executive Orders after the effective date of this Agreement. In such event, the Employer will advise the Union and give it the opportunity to negotiate on the required changes. The parties will meet as soon as practicable for the purpose of negotiating such language as will meet the new requirements. Such amendment(s) as agreed to will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances. If the Union does not make a timely request to renegotiate, the Employer will implement the required change.

b. This Agreement may be opened for amendment by either party once at the end of each 18 month period beginning with the effective date of this Agreement or at any time by mutual consent of the parties. Requests for amendment (s) must be in writing and include a summary of the subject matter. The parties shall meet within a reasonable time after receipt of such

requests to discuss the matters involved. If the parties agree that opening is warranted, they shall proceed to negotiate amendments as appropriate. No changes shall be considered except those bearing directly on the subject matters agreed to. Such amendment(s) or as agreed to will be duly executed by the parties.

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

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

HOLIDAY OBSERVANCE CHART

Column 1	Column 2						
Non- Workday	Workday						
A B	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Fri Sat			B				A
Fri Sun				B			A
Fri Mon					B		A
Fri Tues						B	A
Fri Wed							A B
Fri Thurs		B				A	
Sat Sun	A			B			
Sat Mon	A				B		
Sat Tues	A					B	
Sat Wed	A						B
Sat Thurs	A B						
Sun Mon		B			A		
Sun Tues				A B			
Sun Wed				A	B		
Sun Thurs				A		B	
Mon Tues			A			B	
Mon Wed			A				B
Mon Thurs	B		A				
Tues Wed				A			B
Tues Thurs	B			A			
Weds Thurs	B				A		

IN WITNESS WHEREOF,

The parties have formally entered into this agreement as indicated by the following signatures:

For the National Association
Government Employees,

For the Navy Exchange,
Norfolk Naval Shipyard
Portsmouth, VA

President Local R4-109 Date
NAGE

Officer in Charge Date

NEGOTIATING COMMITTEE

Chief Negotiator

Chief Negotiator

Manager

Local Vice President

Member

Local Secretary

Member

Approved by Secretary of the Navy on 26 May 1993 to be effective 26 May 1993.