

AGREEMENT

UNDER

EXECUTIVE ORDER 11491

BETWEEN

NAVY EXCHANGE, NAVAL ORDINANCE STATION  
INDIAN HEAD, MARYLAND

AND

AMERICAN FEDERATION  
OF

GOVERNMENT EMPLOYEES (AFL-CIO)

LOCAL NO. 1660

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## PREMBLE

Pursuant to policy set forth on Executive Order 11491, an amended, issued by President of the United States on October 29, 1969, and amendments thereto, and subject to all existing and future applicable statutes and existing regulations issued by the Commanding Officers, Naval Ordnance Station, Indian Head, Maryland and higher authority, the following articles constitute an agreement by and between the Navy Exchange, Naval Ordnance Station, Indian Head, Maryland, hereinafter referred to as the "Employer" and Local No. 1330 American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union".

## ARTICLE I

### Recognition and Unit Determination

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2). The Union recognizes its responsibility of representing the interests of all such employee without discrimination and without regards to Union membership, relative to policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere on this agreement.

Section 2. This agreement is applicable to all non-supervisory and non-professional full-time part-time, temporary and intermittent civilian and off duty military NAF personnel of the Navy Exchange at the Naval Ordnance Station, Indian Head, Maryland. Excluded: Supervisors, Professionals, Officials of Management and persons engaged in Federal Personnel work in other than purely clerical capacity.

## ARTICLE 2

### Purpose

Section 1. The Employer and the Union representing the nonsupervisory employees of the employer desire to confer for the purpose of entering into a Labor Management Agreement, which will here for its purpose among there, the following:

- a. To promote fair and reasonable working conditions.
- b. To promote improved programs designed to aid employees in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of morale and responsibility in the Navy Exchange.
- d. To adjust promptly differences arising between them related to matters covered by this Labor Management Agreement.
- e. To promote systemic employee management cooperation between the Employer and its employees.
- f. To provide a safe and healthful work environment.

The Employer and the Union recognize their mutual obligation to meet at reasonable times and confer in good faith with respect to procedures for settlement of grievances, arising out of the interpretation of application of this agreement, personnel policies and practices and other matters affecting general working conditions of employment of employees in the unit, so far as may be appropriate under applicable laws and regulations, including agency policies set forth in SECNAVINST 5300.22, in the Navy Exchange Manual, published agency policies and regulations, a national or other controlling agreement at a higher level in the agency and Executive Order 11491, as amended.

Section 2. In accordance with Executive Order 11491, as amended, the obligation to meet and confer does not include matters with respect to the mission of the Employer; its budget; its 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 3 Rights of the Employer

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the SECNAVINST 5300.22 and Navy Exchange Manual; by published agency policies and regulations in existence at the time the agreement was approved and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Management officials of the Navy Exchange retain the right, in accordance with applicable laws and regulations –

- a . To direct employees of the Exchange.
- b. To hire, promote, transfer, assign and retain employees in positions within the Navy Exchange and to suspend, demote, discharge, or take other disciplinary action against employees.
- c . To relieve employees from duties because of lack of work or for other legitimate reasons.
- d. To maintain the efficiency of the Government operations entrusted to them.
- e. To determine the methods, means, and personnel by which such operations are to be conducted.
- f. To take whatever action may be necessary to carry out the mission of the Navy Exchange in situations of emergency.

Section 3. The above rights will not limit an employee's right to express dissatisfaction concerning procedures employed by the management in the exercise of their rights. It is also understood that the exercise of such rights shall be subject to appeal and grievance procedures where applicable as prescribed in laws, regulations, and policies. The negotiated grievance procedure contained in Article 22 will be the sole procedure available to employees and the parties in resolving disputes concerning the interpretation and application of the provisions of the agreement.

#### ARTICLE 4 Rights of the Employees

Section 1. The Employer and the Union agree that employees have the right, freely, and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Executive Order 11491, as amended, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in, the capacity of an organization representative, including presentation of its view to officials of the Executive Branch Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the Exchange are apprised of their rights under this section and that no interference, restraint, coercion, or discrimination is practiced within his agency to encourage or discourage membership in a labor organization.

Section 2. Section 1 of this article does not authorize participation in the management of a labor organization or acting as a representative of such an organization by supervisor or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. Further, nothing in this agreement shall require, an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. The requirements of this article, Article 3, Sections 1 and 2, and Article 2, Section 2, will apply to all supplemental, implementing, subsidiary, or informal agreement between the Union and the Employer.

#### ARTICLE 5 Matters Appropriate For Negotiations and Discussions

Section 1. The Employer and the Union agree to enter into discussions before changing any policy or program pertaining to matters that affect working conditions of the employees. Discussion is defined as any dialogue, either oral or written, between the Employer and the Union. Such discussions need not result in a written agreement between the Employer and the Union. Meaningful discussion should, however, result in clear definition of the matter and in an objective review and serious considerations of the Union's views and suggestions.

Section 2. The Employer agrees to notify the Union and to negotiate with the Union before implementing personnel policies and practices and procedures related to working conditions which are not specifically covered by this agreement but are within the discretion of the Employer.

Section 3. A request to negotiate under this article will be in writing and state the nature of the proposal and the reason therefore. The parties will meet within 10 calendar days after receipt of the proposal to negotiate. Such negotiations may result in either written or oral resolution of the dispute. Where immediate implementation is required to carry out the requirements of the Employer, temporary instructions will be issued.

Section 4. Should a dispute between the parties occur over the negotiability of the matter, the parties will request a determination be made by appropriate higher authority in accordance with Executive Order 11491, as amended.

Section 5. It is further agreed and understood that any prior benefits and practices and understandings which have been mutually acceptable to the parties, which are not specifically covered by this agreement, shall not be changed unless mutually agreed to by the parties.

## ARTICLE 6 Union Representation

Section 1. An adequate number, not to exceed four stewards shall be elected by the members so that each employee in the unit will have reasonable access to a steward. The Union shall supply the Employer in writing and maintain with the Employer on a current basis a current complete list of all elected officers, committeemen, all other representatives, and all authorized Union stewards.

Section 2. The steward may receive complaints and grievances of employees on Government time and property.

Section 3. Should it be necessary for a Union steward to leave his work area, he shall coordinate with his supervisor and with the supervisor of the section he intends to visit. The steward will check in with supervisor upon returning to his work station.

Section 4. Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials, and for the preparation and presentation of appeals and for the presentation of grievances.

Section 5. The Employer agrees that duly designated representatives of the Union will be admitted to the installation to meet with Employer or Union representatives during working hours subject to security requirements; that representatives upon reporting to the installation will check in with the Navy Exchange Officer or his duly appointed representative; and that meetings with employees will not be at their work site; but will be in an area designated by the Employer or at the Union office.

Section 6. Role of Steward. It is mutually agreed that the responsibilities of the steward, which he may be required to perform during working hours, are;

a. Inform the cognizant supervisor of potential problem areas with a view of improving working conditions, for the prevention of complaints, and for the mutual benefit of all parties.

b. Advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussion and consideration of facts.

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

d. Advise the employee on the merits of his complaint and on the action which it deserves.

e. Assist the employee in presenting a complaint through established channels to appropriate supervisory personnel only when the employee so requests the steward to do so.

## ARTICLE 7

### Employer - Union Cooperation

Section 1. In accordance with the mutual obligation to meet at reasonable times and confer in good faith acknowledged in Article 2 of this agreement, meetings will be arranged upon request of either the Union or the Employer. Meetings will normally be held during regular day shift working hours and time spent will be without loss of pay or benefits.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer, on a current basis, a complete list of all authorized officers, stewards, alternate stewards and the appropriate group of employees each steward is authorized to represent.

Section 3. Should any dispute arise between the Employer and the Union concerning any appropriate matter of concern to the Union within the Employer's discretion, representatives of the parties shall make an earnest effort to resolve the matter through discussion.

## ARTICLE 8

### Disciplinary Action

Section 1. The Employer agrees that prior to the taking of a written or sworn statement from an employee, the employee must be informed at that time of his right to be represented by the Union or any other person of his choice.

Section 2. If the employee elects to be represented by the Union in disciplinary action, copies of all correspondence addressed to the employee will also be furnished to the Union representative.

Section 3. When the employee does not elect to have the Union represent him, the Union may be permitted to have an observer present at a disciplinary hearing, if the employee agrees to his presence.

Section 4. As far as administratively practicable, employees will be made available as witnesses. When the Employer determines that it is impracticable to comply with the request, the reasons for such determination shall be included in the employee's appeal file. Employees who serve as witnesses at a hearing are in a pay status during the time they are serving only when serving during their normal working hours. Witnesses shall be free from restraint, interference, coercion, discrimination, and reprisal.

Section 5. In disciplinary action cases, a copy of the charges made against an employee will be furnished to him, either by registered mail or personal delivery. An informal interview, if requested, will be granted by the Navy Exchange Officer to the employee, his representative, and a maximum of three witness.

Section 6. Disciplinary action will proceed in accordance with the provisions of SECNAVINST 5300.22 and the Navy Exchange Manual.

## ARTICLE 9

### Administrative Workweek and Hours of Work

Section 1. The administrative workweek for the Unit employees shall consist of 7 consecutive calendar days commencing at 0001 and expiring at 2400 seven days hence. The calendar days of such administrative workweek will be that established by the disbursing centralized payroll system.

Section 2. Breaks in working hours of more than 1 hour shall not be scheduled on any basic workday.

Section 3. The Employer will provide a reasonable amount of time, not to exceed 10 minutes, for employees to change clothes at the beginning and end of the workday.

## ARTICLE 10

### Overtime

Section 1. Overtime assignment will be distributed and rotated equitable among qualified employees in accordance with their particular skills. The steward may discuss with the supervisor concerning the assignment of overtime in an effort to keep the overtime work equitable among all employees as far as possible and practicable.

Section 2. In the assignment of overtime, the Employer agrees to provide the employee with advance notice. Any employee designated to work overtime on days outside his basic workweek will be notified, except in case of emergency, no later than the start of his scheduled lunch period on the day prior to the last scheduled shift within the basic workweek. When overtime is to be performed on a holiday, 2 days advance notice will also be given to the employee affected, if possible.



Section 3. Employees who work overtime shall be allowed a 15 minute paid break for each 4 hour period worked.

Section 4. Employees called in to work outside of their basic workweek shall be paid a minimum of 2 hours pay, regardless of whether the employee is required to work the entire 2 hours. In addition thereto, any employee called in to work on shifts outside his basic workweek she be promptly excused upon completion of the job as determined by the site supervisor. Overtime will be computed and paid in accordance with the provisions of FL 92-392, FPM Supplement 532-2, and regulations of higher authority.

## ARTICLE 11 Promotions

Section 1. It is agreed that the Employer will make a maximum effort to utilize the skills, talents, and experience of the employees in order to achieve higher morale and reduce turnover. To the extent feasible, as determined by the Navy Exchange Officer positions above the entrance level of grade 1 and 2 will be filled from within.

Section 2. All position vacancies above grades 1 and 2 will be posted on official bulletin boards. At least one each bulletin board will be located in each department.

Section 3. An employee may apply for a vacant position when the vacancy is announced. Postings will be advertised through the Exchange for a period of 5 work days prior to closing date to give employees an opportunity to apply for the position. The posting will include a copy of the position description which outlines in detail the duties, responsibilities, educational requirements, experience, and skills required for the position.

Section 4. The Exchange Officer will review the records of the employees applying for the position vacancy and select the employee to be promoted. When more than one employee applies for a vacancy and if all other qualifications are equal, the Employer will give primary consideration to the employee with the greatest length of civilian exchange service.

Section 5. It is agreed that an employee temporarily assigned duties in a higher job level for a period in excess of 1 month will receive the pay for the initial step of the higher job level. This does not apply to assistant supervisory positions whose job description prescribes that they assume the duties of their supervisor during his/her absence.

Section 6. Selection for temporary assignment of an employee to a higher position will be made from among the best qualified employees in the Exchange as determined by the Navy Exchange Officer.

## ARTICLE 12

### Job Descriptions and Job Classifications

Section 1. Job descriptions will be developed and submitted to the Navy Exchange for approval.

Section 2. When an employee alleges that there are inequities in the duties assigned and performed by the employee as compared to those listed in the job description, he may request a review of his job description by the Navy Exchange Officer. The employee may elect to be represented by the Union in this matter.

Section 3. Regular and reoccurring duties should be listed in job descriptions. However, neither the listing of duties in a job description nor the inclusion or omission of a statement regarding the performance of related duties affects the authority of the Employer to assign duties.

Section 4. The contents of the job description, after a request to and review by the Navy Exchange Officer, may be grieved in accordance with the negotiated procedures.

Section 5. The grade, title, and series of a job shall be appealed in accordance with SECNAVINST 5300.22.

## ARTICLE 13

### Assignment of Work

Section 1. The Employer agrees that the employees will be assigned to work which is appropriate to their job description, taking into account the mission of the Exchange. Employees will be furnished a copy of their job description initially and as changes are made. Related duties shall not be construed as meaning work performed at a higher grade level for an extended period of time.

Section 2. It is agreed that the Employer, shall retain the right to assign and reassign employees to meet Exchange operational requirements.

Section 3. It is agreed when an employee is assigned to a job or position which he/she has had no previous experience, it will be the responsibility of the Manager/Supervisor to instruct and counsel or to have instructed and counseled the employee in his /her new duty requirement.

## ARTICLE 14

### Contracting Out

Section 1. The Employer agrees to engage in meaningful discussion with the Union concerning any contracting out which would result in a reduction in the number or demotion of employees, prior to the execution of the contract. The Union recognizes that the final decision to contract out work is and must remain a management decision within the purview of the Employer.

## ARTICLE 15

### Publicity

Section 1. It is agreed that Union literature may be distributed and posted on the Exchange bulletin boards when permission is granted by the Navy Exchange Officer.

Section 2. It is agreed that a notice will be promulgated and posted on all bulletin boards informing Exchange employees that: "Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right."

Section 3. The Employer agrees that Union literature that has been authorized for distribution by the Navy Exchange Officer may be distributed through the regular distribution procedures.

Section 4. When there is a change in the amount of Union dues to be withheld it will be the responsibility of the Union to notify all members prior to the effective date of the change by placing the announcement on all Exchange bulletin boards.

## ARTICLE 16

### Leave

Section 1. Employees shall be entitled to annual leave in accordance with the policies expressed in SECNAVINST 5300.22, the Navy Exchange Manual, and other applicable regulations of higher authority.

Section 2. Approval of an employee's request for annual leave may be granted, subject to the workload and manpower requirements, provided reasonable advance notice (15 workdays) is given by the employee to his supervisor, except in a case of an emergency.

Section 3. The Employer will make a reasonable effort to schedule annual leave for vacation purposes consistent with the manpower and workload requirements as determined by the Employer, provide reasonable advance notice is given by the employee. Employees will be informed of approval or disapproval of requests for vacation normally within 1 week after submission of the request for vacation. The Union, however, recognizes that approval granted for vacation purposes will be subject to rescheduling or cancellation due to unforeseen conditions or workload requirements.

Section 4. Requests for annual leave due to bonafide personal emergency situations will be considered for approval on an individual case basis and in accordance with existing regulations.

Section 5. Employees may at the discretion of the Employer, be granted Excused Absence or Leave Without Pay in accordance with the policies stated in SECNAVINST 5300.22 and the Navy Exchange Manual.

Section 6. Employees will be credited with and granted sick leave in accordance with applicable provisions of SECNAVINST 5300.22, the Navy Exchange Manual, and other applicable regulations of higher authority.

ARTICLE 17  
Health and Safety

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with all applicable Federal and State laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards.

Section 3. Fire extinguishers will be provided and placed as recommended by the Base Fire Department.

Section 4. It is agreed that medical attention will be available during working hours and that facilities will be provided at all times for emergency treatment in case of accident or serious illness. The Employer agrees to arrange for first-aid training of an appropriate number of employees selected by a Union panel.

Section 5. Protective devices when necessary and required by the Employer shall be furnished by the Employer and used by the employee as prescribed by existing regulations.

Section 6. An employee or group of employees who believes that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question shall bring it to the attention of the Employer.

Section 7. No employee other than qualified maintenance personnel shall be required to perform repair work on or about moving or operation machines while they are in motion or in operation, nor shall any employee be required to work in areas where proper authority has determined that unsafe conditions have not been remedied. This does not preclude the normal or necessary adjustments being made to machinery or equipment while in motion or operation.

ARTICLE 18  
Training

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Training is the responsibility of management at all levels of an Exchange organization. The Exchange Officer shall provide for and administer, or cause to be administered, a continuing training program for full employee coverage. This program shall be designed to train employees in the proper performance of their assigned duties and ensure development of maximum employee potential.

Section 2. The training needs of the work force shall be analyzed periodically and these needs satisfied through careful preparation and scheduling. Appraisals of employees work performance shall be made fairly and objectively on a continuing basis, and such appraisals shall be discussed with employees.

Section 3. Indoctrination is the training given to an employee on policies and regulations affecting the employee's job, as well as imparting general information which the Exchange Officer has determined will be mutually helpful to the employee and the Exchange. The use of an indoctrination checkoff list will be beneficial.

Section 4. When advanced 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 the maximum retraining of employees involved.

Section 5. In the event of a reduction-in-force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and, if so, will inform employees how to apply for training.

Section 6. Supervisors will identify those situations in the specific work environment that training can aid in achieving define objectives and goals of the Employer. Available training programs will be initiated for the employees working in the areas involved.

#### ARTICLE 19 Employee Indebtedness

Section 1. The Employer and the Union agree that the employees are responsible for paying just debts.

Section 2. The Employer agrees that disciplinary action will not be taken against an employee for debts allegedly due a private individual or firm if denied by the employee to be just debt unless a judgment by court means has been obtained against the employee. It is agreed, however, that disciplinary action may be taken if the employee fails to honor just debts without good cause.

#### ARTICLE 20 Wage Surveys and Wages

Section 1. Wage surveys will be conducted in accordance with current directives and regulations as follows:

a. For employees covered by PL 92-392, wage surveys will be conducted in accordance with Civil Service Commission regulations.

b. For employees not covered by PL 92-392, wage surveys will be conducted in accordance with the rules established by the DoD-NAF Salary and Wage Fixing Authority

Section 2. Members and alternates of the local Wage Survey Committee and data collectors will be appointed in accordance with the terms of FPM Supplement 532-2.

Section 3. The minimum wage rate to be paid to employees will not be less than the current federal minimum wage rate or the applicable state or local minimum wage rate, whichever is higher.

ARTICLE 21  
Dues Deductions

Section 1. The dues deductions agreement dated 30 September 1976 will be appended to this agreement and will be considered a part thereof.

ARTICLE 22  
Negotiated Grievance Procedures

Section 1. Grievances to be processed under this article shall pertain to the Interpretation or application of express provisions of this agreement any matter involving working conditions, and any other matter not expressly exclude in this article. The following negotiated grievance procedures does not cover matters for which statutory appeals procedures exist, and shall be exclusive procedures available to the parties and employees in the unit for resolving such grievances. Matters excluded from this article and Article 23, Arbitration, are listed as Appendix B to this agreement.

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 Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance, in good faith, shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 3. Under this article, when either Party considers the interpretation of published agency regulations, or provisions of law or regulations of appropriate authority above or outside the agency, to be part of the issue in dispute, the Employer will first secure the interpretation of the issuing authority. Both parties agree that the interpretation of the issuing authority will be submitted to the arbitrator with all other materials on the substantive issue, if the grievance is not terminated. Any time limits specified in other sections of this article will be suspended pending receipt of this interpretation.

Section 4. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the agreement; such right is the prerogative of the contracting parties only.

Section 5. The arbitrator shall not change, modify, alter, delete, or add to rules and regulations established by higher authority. He shall not re-interpret such rules and regulations, nor shall he exceed the received interpretations of rules and regulations as they are commonly accepted by the authorities by whom they were promulgated. The arbitrator's interpretation shall extend only to such depth as will permit him to ascertain whether or not this agreement and higher authority rules and regulations have been properly applied.

Section 6. Questions that cannot be resolved by the Parties as to whether or not a grievance is on a matter for which a statutory appeal procedure exists shall be referred to the Assistant Secretary of Labor for decision. Other questions as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement, shall also be submitted to the Assistant Secretary of Labor. Any time limits set forth elsewhere in this article will be suspended while such third party procedures are in process.

Section 7. Reasonable time during working hours will be allowed for employees and Union representatives to prepare and present grievances and attend meetings with management officials regarding such grievances. At the point of initiation of a grievance by an employee, the Union can refuse to process the grievance if it lacks merit or there is insufficient evidence available. If the employee chooses Union representation, the grievance shall not be processed beyond Step 4 of Section 10 without the consent of the Union.

Section 8. Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted without the intervention of the Union, as provided by Section 11(a) of Executive Order 11491, as amended. Employees electing this adjustment process must represent themselves and use the procedure set forth in Section 10 of this article. The decision at Section 10, Step 4, on any such grievance will be final and may not be submitted to arbitration. Any adjustment of a grievance under this procedure may not be inconsistent with the terms of this agreement, and the Union must be given an opportunity to be present at the adjustment decision at each step.

Section 9. It is agreed that a grievance will be presented within 15 calendar days after the occurrence which led to the grievance. The step at which a written grievance is first presented will be determined by the level of the official whose action(s) gave rise to the grievance. Failure of the Employer to observe the time limits shall entitle the aggrieved to advance the grievance to the next step. Failure of the grievant to proceed with a grievance within any of the time limits specified in this article shall render the grievance void or settled on the basis of the last decision given by the Employer. Time limits specified in this article may be extended by mutual agreement to provide for unusual cases.

Section 10. The following grievance procedure applies to all employees of the unit and the parties:

a. Step 1. The aggrieved employee will present his problem orally or in writing to his immediate supervisor within 15 calendar days following the condition or circumstances which cause the employee to become aggrieved. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by his Steward. If resolution of the employee's grievance is not within the authority of the supervisor, the supervisor will refer the matter to the management official having such authority. If this is done, the employee and the Union will be informed of the name of the official to whom the matter is referred. The employee will be informed orally or in writing of a decision on his grievance within 10 calendar days after receipt.

b. Step 2. If the problem is not satisfactorily adjusted in Step 1, the aggrieved employee may grieve, orally or in writing, to the department manager within 10 calendar days following receipt of the decision of the immediate supervisor. The department manager will investigate all facts and attempt to resolve the problem within 10 calendar days following receipt of the employee's grievance.

c. Step 3. If the problem is not satisfactorily adjusted in Step 2, the aggrieved employee may grieve within 10 calendar days following receipt of the decision of the department manager to the Exchange Officer. The grievance will:

1. Be in writing and shall contain sufficient information to identify and clarify the basis for the grievance.
2. Shall include the written decision, if any, rendered in the preceding steps.
3. Shall specify personal relief desired.
4. Designate a representative, if desired.

The Exchange Officer or his designated representative will meet with the employee and Union representative if designated, within 7 calendar days following receipt of the employee's grievance. The Exchange Officer will call upon other employees or supervisors to attend the meeting and will give particular consideration to the Union's request for employees attendance, if in his opinion their presence would assist in resolving the employee's grievance. The Exchange Officer will render his decision in writing to the employee within 10 calendar days following completion of the meeting.

d. Step 4. If satisfactory settlement is not reached at Step 3 of the procedure, the employee may submit his written grievance to the Director of the Navy Exchanges, Naval District, Washington, D.C. If the employee chooses to submit his grievance to the Director of Navy Exchanges, he must do so within 10 calendar days following receipt of the Exchange Officer's decision. The Director of Navy Exchanges will render his decision within 20 calendar days following receipt of the employee's grievance. If the employee is not satisfied with the decision of the Director of Navy Exchanges, the Union may go to arbitration.

Section 11. The time limits in this article may be extended upon mutual agreement of the parties concerned. An employee may withdraw his grievance at any time. Failure of the employer/Union to observe the time limits for any step in the grievance will entitle the Employer to reject the employee's grievance for being untimely. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the employee to present his grievance to the next step.

Section 12. If at any step of the grievance procedure set forth herein, the aggrieved employee accepts the decision rendered by the Employer, the grievance will be terminated.

Section 13. Nothing in this agreement will be interpreted so as to require the Union to represent any employee if the Union considers the grievance to be invalid or without merit.

Section 14. Grievances by the Union will be initiated and submitted in accordance with Step 3. Grievances by the Employer will be formalized in writing and presented to the President of AFGE Local No. 1660. If the Employer is not satisfied with the decision of the Union, the matter may be submitted to arbitration in accordance with Article 23.

## ARTICLE 23 Arbitration

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 15 calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

Section 2. Within 5 calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and will then repeat this procedure until one arbitrator is selected. The remaining person shall be the duly selected arbitrator.



Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in event:

- a. Either party refuses to participate in the selection of an arbitrator.
- b. Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

Section 5. The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held: if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but should not be later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Council, under regulations prescribed by the Council.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

#### ARTICLE 24 Impasses in Negotiations

Section 1. When it has been determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse items.

Section 2. If the impasse cannot be resolved, either party may request the Federal Mediation and Conciliation Service to provide mediation service. The mediator will be the sole judge of the procedure to be followed in attempting to resolve impasses.

Section 3. If after such mediation effort an impasse still exists on an issue(s) either party may request that the impasse be submitted to their respective National Headquarters for consideration. Within 5 days after such notification, the parties shall submit their positions to their National Headquarters.

Section 4. Any impasses not resolved through referral to National Headquarters may be submitted by either party to the Federal Service Impasse Panel subject to their regulations. However, no outside third party involvement in the impasse will be agreed to or proposed by the Union or Employer without authorization or direction by the Federal Service Impasses Panel.

Section 5. The procedure described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of the mediator or the Panel.

## ARTICLE 25 Duration of Agreement

Section 1. This agreement will remain in full force and effect for 3 years from the date of approval by the Navy Resale System Office. However either party may give written notice to the other, not more than 90 or less than 60 days prior to the annual anniversary date of its intention to reopen and amend or modify the agreement.

Section 2. Either party may give written notice to the other, not more than 90 days nor less than 60 days prior to the 3 year expiration date, for the purpose of renegotiation this agreement. The present agreement will remain in full force and effect during renegotiation of said agreement and until such time as a new agreement is approved.

Section 3. If neither party serves notice to renegotiate this agreement, the agreement shall automatically renew for 3-years periods, subject to the other provisions of this article. The renewed agreement will be brought in conformance with published policies and regulations of appropriate authorities, Executive Order 11491, as amended, and applicable laws which are in effect at the time of renewal.

Section 4. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreement. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Council, the Federal Service Impasses Panel, and the Assistant Secretary of Labor for Labor Management Relations. Any supplements will remain in effect in accordance with the provisions of this article after approval by the Navy Resale System office.

## ARTICLE 26 Equal Employment Opportunity

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of race, marital status, color, religion, age, sex, lawful political affiliation, labor organization membership, physical handicap, mental handicap, or national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative program.

Section 2. The Employer will conduct a continuing campaign to eradicate every form of prejudice or discriminations because of race, marital status, color, religion, age, ex, lawful political affiliation, labor organization membership, physical handicap, mental handicap, or national origin, from the Employer's personnel policies and practices and working conditions to include taking disciplinary action against employees engaged in discriminatory practices when appropriate.

Section 3. The Navy Exchange equal opportunity program is part of the Navy EEO program operation on each Naval Base. Therefore, the Employer will follow local command EEO directives and should establish and maintain strong liaison with base EEO personnel, to include the assignment of committee member(s) and EEO counselor(s) to represent the Navy Exchange employees in command's program.

ARTICLE 27  
Printing and Distribution of Contracts

Section 1. The Employer and Union agree to furnish every employe within the unit with a copy of the agreement. Every new employee coming into the unit will also be furnished a copy of the Contract. In addition, 25 copies (extra) will be furnished to the Union for interunion use. Costs will be shared equally between the Union and the Employer.

APPENIX A.  
DUES DEDUCTION AGREEMENT  
WITNESSETH

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

ARTICLE I  
Purpose

This agreement is entered into in order to provide an agreement for the voluntary allotments by employees to effect payments of their dues as members of the Union.

ARTICLE II  
Definitions

1. Eligible Employee. A member of the Union in good standing who is employed in the unit for which the Union was accorded (or determined to be eligible for) exclusive recognition and whose net salary after the other legal and required deductions is regularly sufficient to cover the amount of authorized allotment.

2. Unit is defined as all non-supervisory and non-professional full-time, part-time, temporary and intermittent civilian and off duty military NAF personnel of the Navy Exchange at the Naval Ordnance Station, Indian Head, Maryland. Excluded: Supervisors, Professionals, Officials of Management and persons engaged in Federal Personnel work in other than purely clerical capacity.

3. Dues. The regular periodic amount required to maintain a member in good standing with the unit but shall not include such items as initiation fees, special assessments, back dues, fines, and similar items.

ARTICLE III  
Responsibilities of the Union

In application of the allotment arrangement , the Union shall be responsible for:

- a. Purchasing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues."
- b. Distribution copies of SF 1187 to its members.
- c. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of required forms.
- d. Educating eligible employees as to the procedure in revoking allotments emphasizing that the effective date is the first pay period following March 1 or September 1, depending on the date the revocation request is received in the payroll office.
- e. Certifying of SF 1187's completed by eligible employees as to the amount of dues.
- f. Refunding any unauthorized deductions or excess payments either of employee or Employer required.

ARTICLE IV  
Responsibility of the Employers

The Employer shall post a notice on appropriate bulletin boards within the unit to inform employees:

- a. That this agreement has been made with the Union for voluntary allotments for payment of Union dues.
- b. That dues allotments are to be entirely voluntary, on the part of the eligible employees.
- c. That the allotments deductions will take effect during the first pay period beginning after the allotment from properly completed, signed, and certified has been received in the Employer's payroll office.
- d. That forms for requesting allotments are to be obtained from the Union and returned by the Union member to the Union for delivery to the payroll office.
- e. That an employee may revoke his allotment at any time, but such revocation will be effected only in the first pay period following March 1 or September 1, depending on the date his revocation request is received in the payroll office.
- f. That SF 1188, "Revocation of Voluntary Allotment" and information concerning revoking an allotment can be obtained from the Navy Exchange Office.

ARTICLE V  
Allotment Procedures

1. The Union will distribute SF1187, educate its members in the use of the form, insure that the members payroll number is entered on the form, and process completed voluntary requests from its members.
2. The Union's Treasurer will certify on all SF 1187's the correct amount of regular dues of eligible employees to be deducted each bi-weekly pay period.
3. The Union will deliver completed SF 1187's and other pertinent documents to the Employer.
4. Allotments will take effect for the first pay period beginning after receipt of the properly executed and corrected SF 1167 in the payroll office.

5. SF 1187's and other material pertaining to allotments will be date stamped on receipt in the payroll office.

6. Changes in the amount of regular dues, not more frequently than once every 11 months, may be made upon receipt of a certification from the Unions Treasurer and such changes will be effective with the beginning of the pay period after receipt of the notification in the payroll office.

7. The Union will notify the Employer in writing within 5 days when an employee ceases to be a member in good standing. The allotment for such employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.

8. Revocation of allotments submitted at the request of an employee will be effective as set forth in Article IV. Allotments will be automatically terminated on the effective date of separation for employees who :

- a. Transfer or are separated from the Employer.
- b. Transfer to a position outside the unit.

9. Normal deduction will be made by the Payroll office in all bi-weekly pay periods even though an employee may not be liable for dues during certain periods. Dues allotment will be withheld from sick leave payments but not from lump sum vacation leave payment.

10. The Employer will make the remittance for dues withheld bi-weekly. This remittance will be in a single check for the net balance of dues withheld after the cost of deduction allotments currently 4 cents for each dues deduction each pay period. The check will be made payable to the local Union and will be forwarded to the Treasurer. It will be accompanied by a "Union Dues Deduction Report" containing the following:

- a. Identification of the employee organization.
- b. Payroll period.
- c. Agency name or number.
- d. Names of the employees and amount deducted
- e. Names of eligible employees from whom no deduction have been made with a notation of the reason (i.e., LWOP, revocation of allotment, separation, transfer, etc.)
- f. Employer charge for making deductions.

## ARTICLE VI Save Harmless

The Union will indemnify save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

## ARTICLE VII Revision to Agreement

This agreement is subject to and is governed by existing or future laws, departmental regulations and directives. Except when required by new regulations or changes to regulations this agreement may be reviewed for revision at the request of either party after it has been in effect for 12 months and may be subsequently reviewed at 12 month intervals.

## ARTICLE VIII Effective Date and Duration

Deduction for dues allotments are authorized to continue. This agreement and dues allotments will terminate immediately upon loss by Union of exclusive recognition.

APPENIX B  
MATTERS EXCLUDED FROM  
GRIEVANCE PROCEDURES AND ARBITRATION

1. Fair labor Standards Act
2. Longshoremen's and Harbor Worker's Compensation Act, as amended
3. Restriction on Employment of Relatives
4. Dual Pay and Dual Employment
5. Equal Employment Opportunity
6. Job Grading Appeals
7. Nonselection for promotion when sole basis for the grievance is an allegation by the employee that he is better qualified than the person selected.
8. Reduction-in-force
9. Termination for failure to qualify during the probationary period.
10. Reduction in grade, involuntary termination, or removal for cause.
11. Suspension for more than 30 workdays and other disciplinary actions.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the FOURTEENTH day Of April 1978.

THIS AGREEMENT made between Navy Exchange, Naval Ordnance Station, Indian Head, Maryland, herein referred to as the "Employer" and Local No. 1660, American Federation of Government Employees, herein referred to as "Union".