

NEGOTIATED AGREEMENT

NAVY EXCHANGE

AND

**AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
LOCAL 1566**

KEY WEST, FL

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PREAMBLE

In accordance with Title VII of the Civil Service Reform Act (PL 95-454), this agreement is between the Navy Exchange, Naval Air Station, Key West, Florida, hereinafter referred to as the "Employer," and Local 1566, American Federation of Government Employees, hereinafter referred to as the "Union." Collectively, the Employer and the Labor Organization shall be known hereinafter as the "parties."

WITNESSETH

In accordance with the provisions of Title VII of PL 95-454 and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS subject to law and the paramount requirements of public service, employees of the unit will be provided the opportunity of participating in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the well being of employees requires that orderly and constructive relationships be maintained between the parties hereto, and

WHEREAS in accordance with 5 USC 7116, the Union is prohibited from calling or engaging in a strike, work stoppage, or slowdown, or condoning any such activity by failing to take affirmative action to stop it. Informational picketing, however, is excluded from these prohibitions.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes the Union as the exclusive representative of all eligible employees in the unit (as defined in Section 2). The Union recognizes and accepts its responsibility for representing without discrimination and without regard to Union membership, race, creed, sex, color, age, national origin, physical or mental handicap the interest of all eligible employees.

Section 2. The unit to which this agreement is applicable is composed of all regular full-time, regular part-time, and intermittent employees, including those classified as casual and on call employed by the Navy Exchange, Key West, Florida, excluding professional employees, management officials, temporary employees (ninety (90) days or less), employees engaged in federal personnel work in other than a purely clerical capacity, employees engaged in internal security, and supervisors as defined in PL 95-454. The unit certification is Case No. 42-4060 (RO) of January 20, 1978.

ARTICLE II

PROVISIONS OF LAW AND REGULATIONS

Section 1. The parties are governed by PL 95-454 and any other existing or future laws and by applicable published agency policies and regulations in effect at the time this agreement is approved.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. When this agreement provides for furnishing documents to the employee, Union, arbitrator and others, it is understood that the furnishing of these documents will be within the legal requirements of the Privacy Act.

ARTICLE III

NEGOTIATION AND DISCUSSION

Section 1. The parties agree that in furtherance of the purpose of this agreement and their respective obligations under Title VII of PL 95-454, the Employer shall meet and confer in good faith with the Union on all mandatory subjects of bargaining. Notification and discussion also may take place on any matter of mutual concern which is agreeable to the parties.

Section 2. The Employer agrees to refer any proposed changes in personnel policies, practices or other policies, programs or procedures affecting the working conditions of unit employees to the Union as far in advance as practicable prior to anticipated implementation. The Union agrees that it will respond as soon as practicable and if it does not respond within ten (10) calendar days, the Employer will be free to proceed with implementation. This time limit may be extended upon request and mutual agreement of the parties. If the Union notifies the Employer within ten (10) calendar days that it does not concur in the proposed change(s), the parties agree to meet and bargain concerning the matter.

ARTICLE IV

RIGHTS OF THE EMPLOYER

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

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws --

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

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

with respect to filling positions, to make selections for appointments from –

among properly ranked and certified candidates for promotion; or

any other appropriate source; and

to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. No obligation exists to negotiate with the Union in respect to the numbers, types, and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

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

ARTICLE V

RIGHTS OF THE EMPLOYEES

Section 1. Under Title VII of PL 95-454, employees in the bargaining unit 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. In the exercise of this right, employees and their representatives will be free from interference, coercion, restraint and discrimination.

Section 2. Except as otherwise expressly provided in the statute (PL 95-454), the employee's right to assist in the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Such right does not extend to: assistance or participation in the management of a labor organization, or acting as a representative of such an organization, where such participation or activity would result in a conflict or apparent conflict of interest, or be otherwise incompatible with law.

Section 3. Any employee has the right, regardless of Union memberships, to bring matters of personal concern to the attention of appropriate management officials.

ARTICLE VI

RIGHTS OF UNION

Section 1. Employer agrees to recognize the officers and stewards of the Union and shall be kept advised in writing on a current basis by the Union of names and locations of Union Stewards and officers. The Union will designate and the Employer will recognize a Chief Steward who may serve in all areas of the Exchange. The Union shall also designate and the Employer will recognize no more than five (5) stewards to serve in the following areas: Retail Stores, Warehouse and Services, Food Services and Office and related Services. Employees at other work stations shall be served by the nearest available steward. The Union will provide a copy of the steward roster for posting on all bulletin boards and will furnish the Employer with changes as appropriate. The Union recognizes the importance of appropriate levels of contact for stewards in dealing with managers.

Section 2. Stewards normally will handle matters within their cognizance at the first line supervisory level; Chief Steward will normally handle matters at department manager's level; and appropriate union officers or the Chief Steward will handle contacts with Navy Exchange Officer. Chief Steward and stewards involved in matters taken to Navy Exchange Officer will normally remain involved until resolution. Chief Steward may be involved in all levels of discussion.

Section 3. The Employer agrees that the Chief Steward and stewards shall be permitted reasonable time to contact employees for discussion of grievances and other appropriate matters directly related to the work situation. Prior to leaving their assigned duties, stewards shall first obtain the approval of their supervisor and the supervisor of the employees they wish to contact. The supervisor will also be notified when the employee returns to work. Stewards will endeavor to assure that their time is properly accounted for and recorded by suitable means. The Employer agrees to attempt to provide reasonable privacy for the conduct of business between stewards and employees. For the purpose of administering the provisions of this agreement and other related appropriate official business, Union officers and stewards shall have the use of the telephone system for local calls.

Section 4. The Chief Steward and stewards are encouraged in the performance of their duties to:

- a. Advise the cognizant supervisor and local officials of potential problem areas with a view of improving working conditions for the prevention of complaints and for the benefit of all parties.
- b. Advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors.
- c. Seek to determine the merits of an employee's complaint through the collection and consideration of facts.
- d. Advise the employee on the merits of his complaints and the action which it warrants.

- e. Assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

Section 5. In the performance of the duties listed in Section 4 above, stewards will be allowed to receive, but not solicit, complaints and grievances of employees while in a duty status. It is agreed and understood that during the performance of such duties, the following activities may not be performed during working hours:

- a. Matters pertaining to internal management of the Union.
- b. Membership meetings.
- c. Solicitation of membership.
- d. Collection of dues or assessments.
- e. Campaigning for Union office.
- f. Distribution or posting of Union literature, notices and authorization cards.

Section 6. Upon request, the Employer agrees to meet with authorized nonemployee representatives of the Union during normal working hours to discuss issues in accordance with applicable laws, regulations, rules and the provisions of this agreement.

Section 7. The Local agrees to orient and indoctrinate stewards with respect to the provisions of Title VII of PL 95-454 and this agreement.

Section 8. The Union agrees to provide to the Employer all material(s) upon distribution or posting on Exchange provided board spaces.

ARTICLE VII

LABOR-MANAGEMENT COOPERATION

Section 1. The Union has the right to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit. This right does not extend to informal discussions. The Union does, of course, have the right to be present at any adjustment which affects their rights under this agreement.

Section 2. The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsions or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes.

Section 3. The Employer will inform each new unit employee of the Union's exclusive recognition.

Section 4. In order to maintain an effective labor-management dialogue, the parties agree that, prior to filing an Unfair Labor Practice alleging a violation of 5 USC 7116, a thirty (30) day written notice be given to the charged party. This will provide an opportunity within a specific time-frame for the parties to resolve the dispute amicably.

ARTICLE VIII

HOURS OF WORK

Section 1. Assignment of the employees' hours of work, the basic workweek and any changes thereto will be in conformance with the policies established by SECNAVINST 5300.22A and other applicable regulations of higher authority. The basic workweek for regular full-time employees is defined as the days and hours within an administrative workweek which make up the employees' regular schedule, to consist of thirty five (35) hours or more per week, exclusive of thirty (30) minutes for lunch. The basic workweek for regular part-time employees consists of twenty (20) hours per week but less than thirty five (35) hours per week on a regularly scheduled basis exclusive of thirty (30) minutes for lunch. Employees shall be allowed two (2) fifteen (15) minute breaks a day; one in the first part of the day and the other in the second part, except when management determines that the workload prohibits. Every effort shall be made to assure at least one (1) break a day.

Section 2. Where changes in working hours, workdays or workweek are required, employees shall be given three (3) days advance notice of such changes, except in cases of emergency.

Section 3. The Employer shall meet with the Chief Steward and a steward with regard to the hours of work and changes in the workweek.

ARTICLE IX

OVERTIME

Section 1. Overtime is defined as all hours worked in excess of eight (8) hours per day or forty (40) hours per week except when computations are required under Fair Labor Standards Act wherein the definition is all hours in excess of forty (40) hours per week of actual work.

Section 2. The administration of any necessary overtime work is solely a function of management. However, overtime will be administered as reasonably and fairly as possible. Employees assigned overtime will be given as much advance notice as may be practicable under the circumstances.

Section 3. The Employer may upon request, relieve an employee from an overtime assignment if his reason is determined to be valid and there is another qualified employee available for the assignment. In such cases, the employee relieved shall be considered to have received an equitable distribution of the overtime work.

Section 4. During overtime assignments sufficient time shall be allowed prior to meal periods and the end of the work assignment for wash up, return of tools and cleaning of the work area as determined by the Employer to be appropriate.

Section 5. Any employee of the unit who is called back to work at a time outside and unconnected with his scheduled hours of work within his basic workweek shall receive a minimum of two (2) hours overtime pay including any differentials to which entitled.

Section 6. Employees of the unit assigned to nonemergency overtime work shall be given as much advance notice of such assignment as is possible. Where overtime work is scheduled for nonworkdays and no emergency exists, employees shall be given a minimum advance notice of three (3) days.

Section 7. Compensatory time off may be granted employees upon request in lieu of overtime for religious observances in accordance with statutory requirements.

Section 8. Employees selected to work emergency overtime at the end of the normal workday who have not been notified prior to the beginning of the work shift involved and who have no means of transportation through missing normal rides will either be excused from working overtime when other transportation to their homes cannot be arranged, or the Employer agrees to provide transportation.

ARTICLE X

HOLIDAYS

Section 1. All eligible employees will be granted holiday benefits consistent with current Navy Exchange regulations for all U.S. holidays now prescribed by Federal Law and nay that may be added by Federal Statute or Executive Order.

Section 2. An employee eligible for holiday pay who is required to work will receive compensation as authorized in Federal Personnel Manual Supplement 532-2.

ARTICLE XI

SICK LEAVE

Section 1. Sick leave shall be earned and administered in accordance with the provisions of SECNAVINST 5300.22A and Navy Exchange Manual paragraph 3230-2.

Section 2. Employees should report absence due to illness or injury by telephoning the manager or supervisor as soon as possible, but not later than starting time. If the employee is personally unable to make a telephone call, he/she should try to have someone make the call for him/her. The employee should try to indicate the general nature of the incapacitation, estimated duration and estimated return to work.

Section 3. Employees will submit Absence Record (Form SS/241) upon return to work. An employee must submit satisfactory evidence in support of sick leave requests. A medical certificate will not be required for substantiation of requests for sick leave of three (3) days or less, unless the employee has been advised in writing about the excessive use or abuse of sick leave. Oral counseling must precede the issuance of a requirement for medical certificates in support of absence requests. The requirement for a medical certificate shall be reviewed on an annual basis.

Section 4. An employee's sick leave record will be made available for examination by the manager or supervisor, the employee, the Union (upon request of the employee) and other authorized officials.

Section 5. Employees who, because of illness or injury, are released from duty shall not be required to furnish a medical certificate to substantiate that day's sick leave.

Section 6. In those occupations where light duty assignments exist, the Employer shall make diligent efforts to provide light duty for their employees who are medically certified as capable of performing only light duty for periods of less than sixty (60) days, subject to review.

Section 7. Employees desiring medical, dental or optical examinations should make every effort to schedule such appointments after work or on nonworkdays.

Section 8. Recognizing that distinct advantages accrue to the Employer and that valuable benefits accrue to the employee when a low sick leave usage rate is maintained, the Union recognizes the need for conscientious and prudent use of sick leave benefits.

Section 9. Up to thirty (30) days of advanced sick leave may be authorized to eligible employees, subject to the following:

- a. Total employment record and past record of sick leave usage justify such action.
- b. The absence from duty is because of serious disability or ailment.

- c. The application of leave is supported by a physician's statement containing acceptable certification, which will include prognosis and expected return date.
- d. The circumstances are such that repayment to the Employer of the advanced leave can reasonably be expected.
- e. Whether the employee is eligible for disability benefits or workers' compensation insurance (5 USC 8171). Prior approval of Navy Resale and Services Support Office is required, as noted in Navy Exchange Manual paragraph 3230.2e.

Section 10. Employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to employees having any other illness or health problem. When the employee admits to having such a problem and requests permission to and in fact does seek professional and/or institutional care, sick leave, annual leave and leave without pay may be granted.

ARTICLE XII

ANNUAL LEAVE

Section 1. Annual leave will be granted to an employee in accordance with SECNAVINST 5300.22A and Navy Exchange Manual paragraph 3230-1, when requested reasonably in advance, using Absence Record (Form SS/241), and provided that his/her services are not required to carry on the workload of the organizational element to which he/she is assigned.

Section 2. The Employer, no later than 30 April of each year, will schedule approved annual leave for the leave year. Managers and supervisors shall determine the number of employees who can be spared at any given time and consistent with this determination, shall approve annual leave for employees in line with the employees preferences, to the extent possible.

Managers and supervisors will, upon request, advise employees within the work group as to the number of employees who can be spared at any given time. When requested, the employee may be granted ten (10) consecutive workdays or more. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employees with respect to approving extended annual leave for special vacations in excess of four (4) weeks. If a conflict arises during such scheduling it is agreed that the person within the respective organizational element who possesses the longest amount of total DoD NAFI service as a regular employee, will be given first choice of desired time, with subsequent choices based on the same criterion. Once an employee has made his/her selection, he/she will not be permitted to change his/her selection, when such change will disturb the choice of another employee. The employee's supervisor may approve a change in selection, provided another employee's choice is not disturbed.

For periods of less than ten (10) consecutive days, annual leave requests will be granted on an individual case basis, workload permitting.

Section 3. Annual leave allowance may be carried over from year to year not to exceed a maximum of thirty (30) days. The employee and the Employer agree to schedule vacations in such a manner, throughout the leave year, that no employee will be required to forfeit excess allowance.

Section 4. Requests for approval of annual leave for emergency reasons will be considered on an individual case basis.

Section 5. Managers and supervisors will make every reasonable effort to see that employees use annual leave rather risk forfeiture. Similarly, employees should make a reasonable effort to cooperate in annual leave scheduling.

Section 6. Any employee who is a Union official may request leave without pay for up to one (1) year to serve with the Union, consistent with laws, rules and regulations. A request for an extension of leave without pay for additional years will be considered by the appropriate

approving official under the same criteria. (When an employee is on leave without pay under the provisions of this section, he/she shall normally be entitled to return to a job of like seniority, status and pay, as if/she had not left.)

Section 7. Provisions of leave of absence for formal education purposes will comply with the applicable laws, rules and regulations.

Section 8. Subject to workload and upon receipt of reasonable advance notice and agenda, the Employer agrees to grant Union representatives a reasonable amount of authorized absence (LWOP/annual) to receive information, briefing or orientation relating to matters of mutual concern to the employing agency and the employee in his capacity as Union representative.

Section 9. An employee should request leave for emergency reasons as early as practicable. To the extent possible, an employee should do this prior to the beginning of his/her tour of duty but not later than two (2) hours thereafter. If the manager or supervisor wants to give employee(s) his/her home telephone number for purposes of notification, the request for leave may be made to that number prior to the beginning of the tour of duty.

ARTICLE XIII

MILITARY LEAVE

Section 1. Military leave will be granted in accordance with the provisions of the Navy and Marine Corps Personnel Policy Manual. Regular full-time and regular part-time employees who are members of a reserve component of the Armed Forces of the United States and who request a leave of absence will be granted time off with pay when required for the customary annual two (2) week tour of training.

Section 2. The employee will request a leave of absence in advance of such tour of training or duty. The employer will grant such request upon presentation of competent military orders. Upon completion of such tour of training or duty, the employee is required to submit a certified copy of the completed military orders to the Exchange Officer for filing in the employee's personnel jacket.

ARTICLE XIV

ABSENCE FOR MATERNITY REASONS

Section 1. Regular full-time and regular part-time female employees may request sick leave, annual leave, and/or leave without pay when their incapacitation related to pregnancy and confinement has been properly established by medical authority. An absence covering pregnancy and confinement will be treated as any other medically certified temporary incapacitation.

Section 2. As soon as possible after the pregnancy is confirmed, the employee shall bring a doctor's certificate containing the following:

- a. Name of employee.
- b. Statement that employee is under his care.
- c. Expected date of delivery.
- d. Whether, in his opinion, the employee should continue in her present job.

When employee submits the doctor's certificate, the employee shall report to the Personnel Office to make a record of the name and telephone number of her doctor, in case of emergency. This is for the benefit and protection of the patient/employee.

Section 3. The employee will notify her supervisor reasonably in advance of the prospective absence. The supervisor will establish with the employee a firm date for the leave to begin. A combination of sick leave, annual leave, or leave without pay must be used. Maternity leave will first be charged to accrued sick leave, then annual leave, leave without pay and advance of sick leave. Advance sick leave requests will be reviewed in accordance with the conditions of Article XI, Section 9 of this agreement.

ARTICLE XV

ADMINISTRATIVE LEAVE

Section1. Paid administrative leave may be granted by the Employer in cases of emergency, such as power failure, fires, hurricanes, severe weather conditions or other disasters beyond the control of either party which prevent employees from performing the duties of their positions for a maximum of one (1) day. In making a determination as to the length of such emergency, the guidance and advice of the Commanding Officer, Key West, Florida, will be sought. During emergency situations, management will make every effort to assign employees to whatever work is available for the duration of the emergency at their regular rate of pay.

ARTICLE XVI

REDUCTION IN FORCE

Section 1. The Employer will conduct reduction in force actions in accordance with the provisions of the DN Manual (SECNAVINST 5300.22A). These provisions provide that before any action may be taken, each affected employee must be advised of the action, his/her competitive job category, the retention Group (I or II), service date, where the employee may inspect retention registers and other pertinent records, the reason for permanent retention or temporary retention for more than thirty (30) calendar days of any employee with a lower retention standing, the employee's reversion (displacement) rights, and the right to appeal.

a. Similarly, the following provisions apply:

(1) Retention Groups. Affected employees will be placed within appropriate groups. The groups are:

(a) Group I – Regular nonprobationary employees.

(b) Group II – Regular employees still in a probationary status as of the effective date.

Temporary employees, intermittent employees, employees with unsatisfactory performance ratings, employees occupying a position because of a temporary promotion for a specific period of time, and reemployed annuitants eligible to draw an annuity from any DoD NAFI are not assigned to groups. If they are in affected job categories, they must be moved out of their jobs before any employee in Group I or II.

(2) Order of Release. Ungrouped employees are released then Group II, and finally, Group I employees. Within each group, the employee reached first will have the most recent service date.

(3) Service Date. An employee's service date is one of the following dates which reflects his/her total length of service and his/her performance rating credit.

(a) Date of hire or adjusted date of hire establish the basic service date. Credit is allowed for all prior DoD NAFI experience, provided that the employee has been paid by nonappropriated funds.

(b) Four (4) years' service credit is allowed for all employees who have an overall performance evaluation of "Outstanding." Two (2) years' service credit is allowed for an evaluation of "Very Good." An employee's current Work Performance Review (SS/398) on the date of issuance of a reduction in force notice is the rating which determines possible additional service date credit.

- (4) Severance Pay. Regular full-time and regular part-time employees who have completed at least twelve (12) continuous months of NAFI service as a regular employee immediately preceding involuntary separation from their employment during a RIF will receive severance pay. Regular full-time employees will receive one (1) week's basic pay for each year of regular full-time service up to a maximum of four (4) weeks' basic pay. Regular part-time employees will receive severance pay on a pro-rata basis for the number of hours normally worked per week up to a maximum of four (4) weeks' basic pay.

Involuntarily separated employees will not receive severance pay if they:

- (a) Are immediately eligible for an unreduced NAFI retirement annuity upon separation.
- (b) Are immediately employed in another regular NAFI position.
- (c) Have refused an offer of employment without loss of pay, employment category and seniority in any NAFI in the same commuting area.
- (d) Immediately accepted employment in a continuing appropriated fund position.
- (e) Are immediately employed by a contractor whose contract replaced the function and/or services being performed by the employees.

Section 2. The Employer shall notify the Union of the RID and the reasons therefor as soon as the necessity for a RIF is recognized and its extent determined. The Employer shall also notify the Union of the affected jobs and the probable number of affected employees.

ARTICLE XVII

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union subscribe to the policy of nondiscrimination and will assure that Equal Employment Opportunity is afforded all qualified persons consistent with law, and will prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, lawful political affiliation, physical or mental handicap. The Union will cooperate with the Employer in achieving the objectives of the Equal Employment Opportunity Program.

Section 2. The Employer shall publicize the names of EEO officials, their work locations and work telephone numbers permanently on a centrally located bulletin board, and on bulletin boards in key locations. The Employer shall provide for receipt, investigation and disposition of general allegations by the Union as third party complainant.

Section 3. A copy of the annual Affirmative Action Plan and a copy of the annual report to the Office of Personnel Management will be given to the Union.

Section 4. The Employer shall make reasonable accommodations to the religious needs of employees in accordance with appropriate regulations.

ARTICLE XVIII

TRAINING

Section 1. The Employer and the union agree that the training and development of employees within the unit is a matter of major importance to the parties. Consistent with its needs and resources, the Employer agrees to develop and maintain meaningful and effective policies and programs to achieve this purpose.

Section 2. Training opportunities will be offered without regard to race, color, religion, national origin, age, sex, lawful political affiliation, marital status, physical or mental handicap.

Section 3. Employees have an important responsibility for their own self-improvement. All development depends, in the final analysis, on the employee's desire to learn and improve. The employee must show initiative and energy in developing his/her own skills and abilities. The Union will encourage employees to take advantage of suitable self-development opportunities.

Section 4. When advance knowledge of the impact of pending changes is available, the Employer will, to the fullest extent practicable, plan retraining of employees involved.

Section 5. The Employer will provide employees on-the-job cross-training to the extent practicable, employing such techniques as interchanging employees.

Section 6. The Employer agrees to give advance notice to the Union in regard to the installation of any new equipment or machinery which would result in changes of work assignments and require additional training to enable the employees to adequately perform the new or changed assignment.

Section 7. Self-Study Courses. Employees will be encouraged to enroll in self-study courses to expand their knowledge and skills on a self-improvement basis. These courses are to be taken on the employee's own time. Various self-study courses which are described in the list of publications (Navy Exchange Manual, paragraph 2811-1) are published, distributed and graded by the Navy Resale and Services Support Office. These courses which include Training, Supervisory Practices, Open-to-Buy, Stock Control and Introduction to Retailing, may be obtained by submitting Enrollment Request (SS/242) in duplicate to the Navy Resale and Services Support Office. It is recommended that the employee enroll in one course at a time and that it be submitted for grading within three (3) months from the date of enrollment. A certificate will be awarded upon satisfactory completion of each self-study course. There is no cost to the exchange for these self-study courses.

Section 8. Educational Assistance Program (EAP).

- a. It is the policy of the Navy Resale and Services Support Office and Navy Exchanges to assist employees in personal development through increased formal education and training. Under the EAP financial aid may be granted to permanent full-time civilian employees and military personnel of the Navy Resale and Services Support Office and Navy Exchanges who meet the eligibility requirements contained in subparagraph (b) below. The EAP is not meant to serve as a substitute for on-the-job training or participation in self-study courses, but as a supplement to such training courses.
- b. Eligibility Requirements. Eligibility for financial aid under EAP is subject to the following requirements.
 - (1) The employee attending courses at a school, institution, or workshop which are directly related to the employee's present job in the Resale System or to specific additional responsibilities which the employee can be expected to assume within the following year. These selected courses should be attended by the employee at times other than the normal working hours.
 - (2) The submission of the request for approval by the immediate supervisor, Exchange Officer or Division Director to the Navy Resale and Services Support Office prior to registering for any courses.
- c. Payment. The entire cost, including tuition, registration fees, laboratory fees and books will be paid by the Navy Resale and Services Support Office or the Navy Exchange for employees who attend specific courses, conferences, seminars, workshops, exhibits or conventions and have complied with eligibility requirements indicated above. In all instances evidence of satisfactory completion, passing grade or attendance, as applicable must be submitted prior to reimbursement.
- d. Allowance From Other Sources. Persons eligible for allowances from other sources such as a GI bill, scholarship or grant-in-aid may participate to the extent that the cost exceeds such allowance from these other sources.
- e. Budgetary Provision. Disbursement to individuals under provisions of this program will be charged to Account 339-10, Miscellaneous Expense – Training and Development for employees of the Navy Exchange.

ARTICLE XIX

HEALTH AND SAFETY

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

Section 2. Each employee has a responsibility for his own safety, and the obligation to observe safety rules and practices.

Section 3. Protective devices, when necessary, shall be furnished by the Employer and used by the employee.

Section 4. The Employer agrees to supply and maintain an adequate number of fire extinguishers in all areas as prescribed by the base Fire Department.

Section 5. Workers' Compensation Benefits. Civilian employees will be provided compensation benefits in accordance with the provisions of the Longshoremen's and Harbor Workers' Compensation Act, 5 USC 8171.

Section 6. A copy of the "Accident Report" shall be provided the Union, when distributed.

Section 7. Medical and Health Services. Use of existing medical facilities and services for Navy Exchange employees will be provided for the following authorized health services:

- a. Emergency diagnosis and first treatment of injury or illness that becomes necessary during working hours.
- b. Preventive services including:
 - (1) Preventing and controlling health risks.
 - (2) Health education programs.
 - (3) Specific disease screening, examination and immunizations.
 - (4) Referrals to private physicians or dentists based on preventive services' findings.

Section 8. No employee shall be required to work in areas where proper authority has determined that unsafe conditions have not been remedied.

ARTICLE XX

PROMOTIONS AND ASSIGNMENTS

Section 1. The Union recognizes that the Employer may fill vacancies in the unit by promotions, appointments, reinstatements, reassignments or transfers. However, the Employer and the Union agree that all vacant positions in the unit are to be filled on the basis of merit, efficiency and experience, the objective being to select from among the best qualified persons available.

Section 2. When promotion is determined to be the best course of action to achieve the most qualified employees, the Employer will follow the promotion program set forth in this agreement.

Section 3. Promotion actions will be as follows:

- a. Notices of vacancies in the unit for jobs which represent promotional opportunity (Grades AS-2 and above, NA-5 and above, PS-4 and above, and all NL jobs) will be posted on all bulletin boards for a period of five (5) workdays.
- b. The Employer recognizes that promotion from within is a sound policy, but external recruitment and hiring may be initiated at the same time. In selected situations and with the consent of the Union, the posting requirements may be waived.
- c. Upon receipt of the applications of qualified candidates, the Employer will make a selection from among the best qualified. The Employer agrees to provide a notice to all applicants who were not selected for promotion.

Section 4. When there are eligible employees who have been demoted without cause as a result of a RIF or reclassification, they will be given special consideration for repromotion. This special consideration shall not apply to demotions made at the request of the employee.

Section 5. The Employer agrees to temporarily promote eligible employees in the unit who are directed to perform the full scope of duties and responsibilities of a higher level position for thirty (30) calendar days or longer, to a maximum of one hundred eighty (180) calendar days. Such temporary promotions will not exceed one hundred eighty (180) days at which time a decision will be made as to making the decision permanent. A promotional increment will be granted for the duration of the temporary promotion.

Section 6. Employees may be detailed to positions for the purpose of filling on a temporary basis a position for which they are not fully qualified or trained to hold. A detail may also be used when the employee is not assigned the full scope of the duties and responsibilities of a job. Details of thirty (30) calendar days or longer will be documented in the employee's personnel record.

ARTICLE XXI

PERSONNEL RECORDS

Section 1. Upon request, and in the presence of a personnel clerk or office manager, an employee will be permitted to review his or her personnel payroll folder (with the exception of confidential inquiries to previous employers).

Section 2. Employees will be afforded an opportunity to correct erroneous information in their files or provide updated information in the presence of a personnel clerk.

Section 3. Letters of caution will not be placed in personnel jackets. Letters of reprimand will be removed after two (2) years.

ARTICLE XXII

DISCIPLINARY ACTIONS

Section 1. When formal disciplinary action is contemplated, the Employer has the responsibility of ascertaining and taking into consideration all pertinent facts prior to issuing the formal action the appropriate supervisor will:

- a. Carefully consider the employee's views.
- b. Inform the employee of the reasons which justify the action when a decision to institute a disciplinary action is made.
- c. Notify the Union of the decision, if so requested by the employee.
- d. The employee will be informed of his right to representation in further proceedings.

Section 2. The Employer recognizes that any disciplinary action decision shall not be inconsistent with the terms of this agreement. When an employee designates Union representation in a disciplinary action, copies of all correspondence addressed to the employee will be furnished to the Chief Steward or designee.

Section 3. Disciplinary actions will only be taken for just and sufficient cause.

Section 4. All disciplinary actions shall be intended to correct improper behavior rather than merely punitive in nature. It is recognized that disciplinary actions may include punitive measures, but that correction not punishment should be the legitimate goal of such actions.

Section 5. Adverse disciplinary actions are not covered under this agreement. Appeals from adverse actions (reduction in grade, involuntary termination or removal for cause, suspension for more than fourteen (14) calendar days) will be in accordance with the administrative appeal procedure in SECNAVINST 5300.22A.

Section 6. Grievances for letters of caution, letters of reprimand, and suspensions for fourteen (14) calendar days or less shall be processed in accordance with the negotiated Grievance Procedure, Article XXIII.

ARTICLE XXIII

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. A grievance is defined to be any dispute or complaint of dissatisfaction over some aspect of employment, of working conditions between the Employer and the Union, or an employee or employees, covered by this agreement which may pertain to any of the following:

- a. Any matter involving the interpretation, application or violation of this agreement.
- b. Any matter involving working conditions whether specifically addressed in this agreement or not.

Excluded from the grievance procedure are matters subject to statutory appeal procedures and those management rights as reserved in 5 USC 7106 and the listed exclusions.

Section 2. Individual employees using this procedure will be represented by whomever they choose. Employees may exercise, in a timely manner, the right to present grievances to appropriate management officials.

Section 3. Any grievance not taken up with the employee's immediate supervisor or with appropriate representatives of the Union or Employer within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date. Extensions may be mutually agreed upon to provide for unusual cases.

Section 4. The following procedures apply to all eligible employees of the unit and the parties:

- a. **Informal Step.** A grievance will be discussed orally with the immediate supervisor. Such submission of the grievance must be within fifteen (15) calendar days after the occurrence of the matter from which the grievance arose or from the date that the employee became aware of the occurrence. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by one (1) Union representative who will be the appropriate steward. The Union and the Employer anticipate that most employee grievances will be settled at this informal level.
- b. **Formal Procedure. Step 1.** If no satisfactory settlement is reached at the informal step and the employee elects to pursue his grievance under the following procedure, the employee shall reduce his grievance to writing. The written grievance will be submitted to the department manager within five (5) calendar days of the supervisor's informal decision. The written grievance shall contain the details of the corrective action desired by the employee. It must give the date of informal discussion and identify the immediate

supervisor. The department manager will meet with the employee and one (1) Union representative who shall be the steward involved at the informal step in an attempt to resolve the grievance within ten (10) calendar days of receipt. A written decision will be given to the employee within ten (10) calendar days of this meeting.

Step 2. If the matter is not satisfactorily settled at Step 1, the employee may submit his/her written grievance to the Navy Exchange Officer. The grievance must be in writing and submitted within five (5) calendar days from receipt of the department manager's (Step 1) decision. The grievance should be complete and specific. The employee is entitled to appropriate representation, and a meeting may be held with the aggrieved employee and his/her representative if the Navy Exchange Officer believes that the meeting can bring a resolution. The Navy Exchange Officer will render a decision within ten (10) calendar days from receipt of the grievance.

Step 3. If a satisfactory settlement has not been reached at Step 2, the employee may submit his grievance within thirty (30) calendar days to arbitration, with the approval of the Union, in accordance with Article XXIV.

Section 5. Failure of the Employer to observe time limits for any step in the grievance procedure shall entitle the employee to advance the grievance to the next step. Failure of the employee or his representative to further process a grievance within the time limits provided herein shall constitute withdrawal and termination of the grievance. However, by mutual consent the time limits may be extended.

Section 6. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast any reflection on his standing with his supervisor or his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the employee's supervisor.

Section 7. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Union and the Employer may mutually select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases.

Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Section 8. Issues of grievability and arbitrability may be submitted to the arbitrator as a threshold issue.

Section 9. Exclusions to the negotiated grievance procedure:

- a. Discrimination under Executive Order 11478 and PL 92-261.
- b. Adverse actions under Executive Order 10450 and failure to be cleared for sensitive duties.
- c. Content of policy issued by higher authority.
- d. Nonselection for promotion.
- e. Veterans' restoration rights.
- f. Job grading appeals.
- g. Suggestion awards.
- h. Disciplinary adverse actions.
- i. RIF, when the basis for the appeal is an allegation by the employee that he/she is better qualified than the person retained.
- j. Termination for failure to qualify during the probationary period.

ARTICLE XXIV

ARBITRATION

Section 1. After having been processed through the negotiated grievance procedure, arbitration may be invoked by either party. The party requesting arbitration must inform the other party in writing within ten (10) calendar days. Where a grievance is initiated by an employee, a signed copy of the employee's statement, concurring in the referral of the grievance to arbitration shall be submitted with the notification letter.

Section 2. Within five (5) calendar days from the receipt of the arbitration request, the parties and/or their representatives shall meet for the purpose of endeavoring to agree on the selection of an arbitrator and then draw up an Agreement to Arbitrate. The Agreement to Arbitrate shall contain a statement of the specific facts to which the arbitration process shall refer, together with a brief statement of the issue(s) involved.

Section 3. If the parties cannot agree on which article/selection of this negotiated agreement is to be referenced in the Agreement to Arbitrate, then each party shall state the article/section it thinks appropriate, together with its reasons for so thinking and the arbitrator shall decide during the course of the arbitration proceedings which article/section is appropriate or applicable.

Section 4. If agreement cannot be reached on an arbitrator, either party shall request the appropriate Office of the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties and/or their representatives shall meet within five (5) calendar days after receipt of such a list. If they cannot agree on one of the listed arbitrators, then each party shall strike one arbitrator's name from the list of five (5) and shall then repeat the procedure. A flip of a coin shall determine which party shall strike first. The remaining name shall be the duly selected arbitrator.

Section 5. The costs of the arbitration, including transcript costs, if required by both parties, shall be borne equally by the parties. If only one party requires a transcript, that party shall pay the cost for the transcript. The Employer's share of costs as provided for in this section may not exceed the maximum amount as established by appropriate regulations.

Section 6. The arbitration hearing shall be held at the Navy Exchange during regular day shift work hours on Monday through Friday. The parties and/or their representatives (if employed by the Employer) and pertinent employee witnesses shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave, but overtime will not be paid.

Section 7. The arbitrator will be requested by the parties to render his binding decision to the parties within thirty (30) calendar days after the close of the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement or interpret official directives. He shall not have the authority to decide matters in the agreement involving the interpretation or application of regulations of higher authority regardless of whether such policies are quoted, paraphrased or cited in this agreement. His report shall be limited to the specific issues as presented by the Agreement to Arbitrate.

Section 8. Either party may file an exception to an arbitrator's award in accordance with the provisions of 5 USC 7122. The filing party will provide a copy of its exceptions to the other party.

ARTICLE XXV

WORK PERFORMANCE REVIEW

Section 1. Counseling.

- a. The Employer will assure that the supervisors counsel their employees on matters pertaining to their skills, attitudes and work habits. This counseling should extend to self-development, the policy of equal opportunity and promotion opportunities, as well as to means of improving efficiency, performance and conduct.
- b. Except in those instances of negligence or actions endangering health, or government NAFI property and/or funds (see chapter V, paragraph 1g(3) of SECNAVINST 5300.22A), no regular full-time or part-time, nonprobationary employee shall be either terminated or have any other disciplinary action taken for unsatisfactory work performance until the employee has been given a letter of caution.

Section 2. Letter of Caution.

- a. A letter of caution is an official document reflecting an official action on the part of the employee. However, a letter of caution is a nondisciplinary nonadverse action intended to make the employee aware of the seriousness of his/her failure to perform at a satisfactory level. A letter of caution should be issued only after oral counseling has failed to achieve the expected level of performance. During the trial period established by the letter of caution, the employee will be provided periodic progress reports.
- b. A letter of caution placing the employee in a trial period will:
 - (1) Establish a definite trial period of reasonable duration of not less than thirty (30) calendar days nor more than one hundred eighty (180) calendar days during which time the employee must demonstrate satisfactory performance or show sufficient improvement to warrant his/her continued employment.
 - (2) State what job requirements the employee is failing to meet.
 - (3) State what the employee must do to bring his/her performance to a satisfactory level.
 - (4) State what reasonable assistance will be given to him/her by his/her supervisor.
 - (5) State the improvement must be sustained.
 - (6) State that if sufficient improvement is not attained, disciplinary action up to termination may be taken.

Section 3. Trial Period.

- a. If, during the trial period, the employee's performance meets standards established in the letter of caution, the employee will be notified in writing. This written notification will contain a paragraph advising the employee that similar deficiencies in performance occurring within a one (1) year period may result in a letter of advance notice of proposed disciplinary action without the issuance of another letter of caution and without the requirement of establishing another trial period.

- b. If the employee does not show sufficient improvement during the trial period, he/she will be given a notice of decision of disciplinary action (no advance notice of proposed disciplinary action is required because the letter of caution served that purpose). The disciplinary action will be reassignment, a demotion or termination.

ARTICLE XXVI

CONTRACTING OUT

Section 1. Whenever contracting out of inhouse services is planned which could result in a reduction in the number of unit employees, the Union will be notified verbally, and, if requested, in writing. In addition, a meeting will be held between the Employer and the Union to discuss the impact of the contracting out on unit employees.

Section 2. The Employer agrees to provide to the Union copies of all information which would be available from the Employer under the Freedom of Information Act. The Union must request in writing any information to be provided under this section.

ARTICLE XXVII

GENERAL PROVISIONS

Section 1. The Employer and the Union will share equally the cost of printing the agreement and providing a copy to each employee in the unit. Each new unit employee will be furnished a copy of the contract upon request.

Section 2. The Employer and the Union will jointly obtain the printer and will jointly agree on the format of the published agreement.

ARTICLE XXVIII

DURATION AND AMENDMENTS OF AGREEMENT

Section 1. This agreement will remain in full force and effect for three (3) years from the date of approval by the Commander, Navy Resale and Services Support Office. The agreement may be renewed or extended for a specific period (not to exceed three (3) years) when the parties so agree.

Section 2. This agreement may be amended or modified eighteen (18) months after its approval date by either party giving notice to the other, not more than ninety (90) days nor less than sixty (60) days prior to that date.

Section 3. This agreement may be amended by mutual agreement of the parties at any time.

Section 4. During any amendment or modification, this agreement must be brought into conformance with existing published agency policies and regulations of other appropriate authorities, Title VII of PL 95-454, as amended, and applicable laws at the time it is renegotiated, renewed or extended. Such an extension or modification is subject to approval by the Navy Resale and Services Support Office.

In witness whereof, the parties hereto have executed this Agreement on 14 March 1983.

FOR THE EMPLOYER

FOR THE UNION

Approved by the Navy Resale and Services Support Office on 13 April 1983, to be effective 13 April 1983.

20 MAY 1994

MEMORANDUM

From: Navy Exchange Officer, Navy Exchange, Key West, Florida 33040
To: Industrial Relations, NEXCOM, Virginia Beach , Virginia 23452-5724

Subj: UNION CONTRACT NEGOTIATIONS

Ref: (a) Telephone conversation with K. Giacolone And Lt. W.R. Jones

Enclosure: (1) Union Contract with Local 1566 AFGE

1. As requested in Ref (a) Enclosure (1) is forwarded for review.
2. We will certainly stay in touch to insure a smooth change over.