

**NEGOTIATED AGREEMENT BETWEEN THE  
NAVY EXCHANGE  
CBC PORTHUENEME  
AND  
NAS POINT MUGU, CALIFORNIA  
AND THE  
NATIONAL ASSOCIATION OF GOVERNMENT  
EMPLOYEES  
LOCAL R12-29**

**MAY 1991**

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## PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, hereinafter referred to as the Statute, this agreement is made by and between the Navy Exchange, Port Hueneme/Point Mugu, California, hereinafter, referred to as the "Employer", and National Association of Government Employees, Local R12-29, hereinafter referred to as the "Union". Collectively, the Employer and the Union shall be known hereinafter as the "Parties" and the Parties will mutually strive for efficiency within the Navy Exchange. Now, therefore, the Parties hereto agree as follows:

## ARTICLE I

### RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes that the Union is the exclusive representative of all the employees in the unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interest of all such employees with respect to grievances, personnel policies, practices and procedures, or other matters affecting their working conditions, subject to the express limitations set forth in the ensuing Articles.

SECTION 2. The unit to which this agreement is applicable is composed of all non-supervisory Navy Exchange (non-appropriated fund) employees of the Construction Battalion Center, Port Hueneme, California (duty stations CBC Port Hueneme, NAS Point Mugu, Minimart Camarillo, San Nicolas Island) excluding managers, supervisors, persons engaged in Federal personnel work in other than a purely clerical capacity, professional employees and guards. The provisions of this Agreement are applicable only to employees in the bargaining unit.

## ARTICLE II

### PROVISIONS OF LAW AND REGULATIONS

SECTION 1. It is agreed and understood that in the administration of all matters covered by this agreement, the Employer and the Union are governed by existing laws and regulations of appropriate authorities, and by published agency policies and regulations in existence at the time this agreement was approved.

SECTION 2. When this agreement provides for furnishing documents to the employee, Union, arbitrator and others, it is understood that the furnishings of these documents will be within the legal requirements of the Privacy Act.

## ARTICLE III

### RIGHTS OF THE EMPLOYER

SECTION 1. The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations:

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

and

b. in accordance with applicable laws -

(1) 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;

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

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

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

(b) any other appropriate source; and

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

c. to determine:

(1) the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE IV

### RIGHTS OF EMPLOYEES

SECTION 1. Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right:

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

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

SECTION 2. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations or established policies.

SECTION 3. The Employer will not unlock and inspect a unit employee's locker without having the employee and a Union representative/steward present. In unusual cases, such as, resignations, death, or prolonged illnesses, the Union will act in the behalf of the employee. In cases of emergencies, such as, fire, floods, or natural disasters, the employee or Union representative/steward may or may not be present.

SECTION 4. Employees have the right to use a station phone to contact their Union steward regarding work problems, and common courtesy will be exercised.

SECTION 5. The employee has the right to be represented by the Union when requested at:

a. any examination of an employee by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

SECTION 6. The Employer shall make a copy of the agreement available to each employee. A copy of the agreement shall be posted on all Navy Exchange official bulletin boards by the Employer.

SECTION 7. An employee who is going to resign should give a (2) week written notice. His/her supervisor will inform the employee to submit his/her resignation in writing, giving the effective date and the reason for the resignation. If an employee declines to submit a written resignation, his/her oral resignation shall be confirmed in writing by the management official who receives the oral resignation. The employee's notice of resignation shall include the reasons given for resigning, the date and pertinent circumstances, if any, and the names of any witnesses to the oral resignation.

## ARTICLE V

### UNION REPRESENTATION

SECTION 1. The Employer recognizes the officers and duly designated representatives of the Union. The Union will provide the Employer, in writing, within five (5) working days of election or appointment, with the names of its officers and stewards.

SECTION 2. Meetings between the Officer in Charge and NAGE will be scheduled upon request by either party. Either party may submit a written or verbal agenda (when feasible) three (3) working days prior to the scheduled meeting. Either party may request minutes to be taken. These minutes will be signed by both parties and posted on all Navy Exchange bulletin boards when appropriate.

SECTION 3. The Union shall be given the opportunity by the Employer to be present at any formal discussions between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other condition of employment. The Employer shall notify the Union when such discussions are to be held. The right to be present does not extend to informal discussions, such as, normal work-related communications or work performance reviews.

SECTION 4. In all cases where it is necessary for a Union Officer or Steward to leave his assigned place of work to discuss matters of mutual Union/Management concern with employees or management personnel, permission will be requested from the immediate supervisor. There will be a clear understanding as to the officer's or steward's estimated length of absence, destination and general purpose. Before requesting permission to leave the work site, the officer or steward will verify that the person whom he wants to see is available. Upon the arrival at the employee's work site, the officer or steward will contact the supervisor of the work area being visited to inform the supervisor of his presence and to identify the employees to be contacted. Union Officers or Stewards will, in all cases, attempt to obtain information and answer questions by telephone rather than by personal visits. Representational duties will be conducted promptly. In accordance with applicable directives of the \*OPM, time used by representatives of the Union for Union activities must be identified (for record purposes) so as to distinguish it from production functions.

SECTION 5. The Employer recognizes the right of the Union to designate stewards. The total number will be limited to not more than five (5) stewards.

SECTION 6. The Union will provide the Employer with the names of stewards and the Union will notify the Employer of changes in the roster of stewards.

SECTION 7. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union Officers and Stewards in the performance of their Union duties. Matters relative to the internal affairs of the Union are prohibited during official time.

SECTION 8. Authorized national officers or representatives of the Union, with approval of the employer will be allowed access to the Navy Exchange on Union business.

SECTION 9. The Union will be given opportunity to be represented at formal discussions between management and employees or employee representatives concerning any grievances, or any personnel policies and practices, or other conditions of employment.

SECTION 10. The Employer will continue to furnish one copy of the Employer's written directives on civilian personnel administration applicable to the employees of the unit. Changes to these instructions will also be provided on a current basis.

SECTION 11. Union Officers and Stewards may transferred according to the needs of the Employer. However, prior to transferring a Union Steward or Officer out of a department of the Exchange permanently, the Employer will notify the Union five (5) days prior to the effective date of the transfer.

SECTION 12. The Union is authorized to post notices on Navy Exchange Bulletin Boards. Such notices as scheduled Union meetings, social events, minutes of Labor/Management meetings and lists of Union representatives may be posted without affording management the opportunity of reviewing the material in advance. Space will be reserved for posting such Union material. Material containing inflammatory or derogatory statements will not be posted.

\* Office of Personnel Management

## ARTICLE VI

### MATTERS APPROPRIATE FOR NEGOTIATION OR DISCUSSION

SECTION 1. The Employer agrees to give the Union an opportunity to discuss or negotiate on all personnel policies, practices, or matters affecting working conditions as allowed by the Act and this agreement. These include, but are not limited to such matters as safety, training, labor-management cooperation, method of adjusting grievances, granting of leave, promotion plans, and hours of work.

SECTION 2. Discussion is defined as any verbal dialogue between parties. Discussion need not result in a written agreement. However, full consideration shall be given to either parties position.

SECTION 3. Prior to implementing or making changes in personnel policies, practices, or matters affecting working conditions of employees in the unit, to that extent not excluded by Article III, Management Rights, the Employer will provide the Union the proposed new policy or change for review and comment. If within fifteen (15) calendar days the Union has not requested negotiation or has indicated negotiation will not be requested, the Employer will implement the new policy or change as appropriate. Where immediate implementation of a change is absolutely necessary to carry out the mission of the Employer, temporary changes will be made.

SECTION 4. A request to negotiate under the article will be in writing. The parties will meet within seven (7) calendar days after receipt of the negotiation request.

SECTION 5. If during negotiation, the parties cannot reach an agreement on negotiable matters, mediation will be requested. If the issue(s) remains unresolved, the parties may choose to process the issue(s) as an impasse.

## ARTICLE VII

### HOURS OF WORK

SECTION 1. The official workweek and workhours will be in conformance with policies established by the Navy Exchange Manual and other applicable regulations of higher authority. The official workweek of the Exchange commences at 0001 Friday and ends at 2400 the following Thursday. The basic workweek will normally be divided into five (5) eight (8) hour days, exclusive of meal times, except when the Employer determines that the mission of the Exchange requires some other work schedule. The Employer retains the right to adjust the work schedule and days off of employees when necessary due to such occurrences as employee absenteeism or abnormal workload requirements.

SECTION 2. Reasonable time will be permitted prior to the beginning of lunch periods and the end of shifts for clean-up of work areas, stowing of tools and for personal hygiene. No employee will be required to remain beyond the end of the workday for this purpose. This does not preclude the assignment of work during that time.

SECTION 3. Those employees who are scheduled to work six (6) to eight (8) hours per day will be given a thirty (30) minute nonpaid lunch period.

SECTION 4. Work shifts of seven (7) or more hours duration include two (2) fifteen minute rest periods-shifts of less than seven (7) hours, but more than three (3) hours shall include one (1) fifteen (15) minute break.

SECTION 5. The Employer may authorize time off for brief periods of absence or tardiness due to circumstances which are beyond the employee's control.

SECTION 6. It is agreed that work schedules shall be posted three (3) days in advance and shall remain in effect for at least one pay period. When changes in the work schedule are required, employees will be given three days advance notice of the change when management has prior knowledge of the necessity for rescheduling employees.

SECTION 7. If an employee reports for work at the prescribed starting time on a scheduled workday and is prevented from performing his regular duties by circumstances beyond his control, the Employer will attempt to keep the employee gainfully employed by assigning him to other duties. If the Employer is unable to assign the employee to other duties, the employee will receive two (2) hours pay.

## ARTICLE VIII

### OVERTIME

SECTION 1. Overtime worked will continue to be paid in accordance with current pay laws and the Navy Resale Manual.

SECTION 2. Management reserves the right to determine when and by when overtime work is to be performed. Overtime assignments will be distributed equitably and fairly and rotated among qualified employees in their assigned work areas and job ratings and descriptions, to accomplish the overtime work required. However, an employee may decline to have his/her name placed on an overtime rotation roster.

SECTION 3. The Employer will make every effort to give employees as much notice as possible when overtime is required. In such cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen Exchange mission requirements. An employee may be excused from overtime assignments for personal reasons if there is another fully qualified employee willing to serve in his place.

SECTION 4. Where it is necessary for employees to return to work outside of their scheduled workhours, within their basic workweek, to perform unscheduled work of less than two (2) hours duration, they will be paid for a minimum of two (2) hours.

SECTION 5. An employee who works scheduled or unscheduled overtime will make a reasonable effort to find transportation home. In the event the employee cannot find transportation home, the Employer will insure the employee's transportation home.

SECTION 6. When an employee is required to work overtime in excess of four hours beyond the end of his regular work shift, the employee will be given an opportunity to obtain food.

SECTION 7. Each employee who is required to work overtime, without prior notice, will be allowed one (1) telephone call to his home at no expense.

SECTION 8. It is agreed that work schedules shall be posted three (3) days in advance and shall remain in effect for at least one pay period. When changes in the work schedule are required, employees will be given three (3) days advance notice of the change when management has prior knowledge of the necessity for rescheduling employees.

## ARTICLE IX

### EMPLOYEE MORALE

SECTION 1. The Employer will continue to provide tools and equipment currently being provided to employees for the accomplishment of their duties. Where the Employer requires personally owned tools to be utilized, the Employer will process a claim, as provided for in existing regulations, based upon their fair value for replacement of any personally owned tools stolen, broken or damaged through no fault of the employee.

SECTION 2. Employees will have a work performance review at least once a year. Reviews will be followed by individual supervisor-employee discussions in a timely manner, but no later than two (2) weeks from the end of the review period. However, the time limit will be extended if either party is unavailable.

SECTION 3. The Employer agrees to inform the Union of any major reorganizations within the Exchange which will affect the employees in advance of implementation.

SECTION 4. In lieu of leaving the work site, employees may use a Navy Exchange phone to contact their Union steward regarding work problems. Common courtesy should be exercised.

SECTION 5. Oral admonitions and warnings will be done in such a way as not to embarrass the employee in front of his co-workers or the public.

SECTION 6. The Employer will, wherever possible, provide suitable areas for eating and in cases of illness, resting or lounge areas.

SECTION 7. As soon as practicable after receipt of notification, the Union will be notified of serious injury or death of an employee so that the Union may extend benefits to which the employee and his family may be entitled, if any.

SECTION 8. It is agreed that emphasis by Employer and Union should be placed on preventing situations requiring disciplinary action through effective labor-management relations.

SECTION 9. The Employer agrees not to discriminate nor show favoritism with regard to personnel actions against any employee in the bargaining unit for arbitrary or capricious reasons.

SECTION 10. No action will be taken against Exchange employees as the result of a customer's complaint without first hearing the employee's comments on the complaint.

SECTION 11. Regular full-time and regular part-time employees will be provided with uniforms, protective smocks, aprons, etc., when required by the Employer in sufficient numbers for the employee to have ample opportunity to maintain them in an acceptable manner.

SECTION 12. Within a reasonable time following the effective date of this agreement, the Employer will reproduce and distribute a copy of this agreement to regular full-time and regular part-time employees assigned to the unit. As a part of their orientation, new employees hired in or transferred to a position included in the unit will be advised of the contractual relationship between management and the Union. The employee's supervisor will inform each new regular employee of the name of the employee's Shop Steward as soon after his original assignment as feasible.

SECTION 13. The Union will promote the speak English only policy.

## ARTICLE X

### TRAINING

SECTION 1. A reasonable effort will be made to utilize employees when training is determined to be necessary for new assignments.

SECTION 2. The Employer agrees to continue its training program for unit personnel consistent with the needs of the Exchange.

SECTION 3. Employees of the unit will have an equal opportunity to participate in training consistent with their qualifications, work experience and course requirements.

SECTION 4. The Employer will guarantee at least the equivalent of one (1) day's work (employee's usual schedule for that day) for each steward for labor relations training in each calendar year.

## ARTICLE XI

### JOB DESCRIPTIONS

SECTION 1. The Employer will maintain a current job description for each employee and each employee will be given a current job description for the position to which he is assigned. The job description will contain an accurate description of the employee's responsible assignments which shall reflect the significant duties of the position.

SECTION 2. Management retains the right to change employee's job description; prior to this change, the employee will be advised of the pending change, why it is being made and invited to comment on the change.

SECTION 3. The Employer will furnish the Union a job description upon request.

SECTION 4. Employees will be paid according to wage rates set by wage schedules in accordance with the proper grade and step.

SECTION 5. Nothing in this section shall preclude management from assigning duties, however, when the term "such other duties as may be assigned" or its equivalent is used in a position description, the term is mutually understood to mean "tasks that are normally related to the position and are of an incidental nature".

## ARTICLE XII

### SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with applicable regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

SECTION 2. Sick leave, if available, will continue to be granted to employees when they are incapacitated from the performance of their duties by bona fide illness or injury or in other circumstances as set forth in applicable regulations.

SECTION 3. Sick leave as necessary shall be granted to the extent due and accrued for medical, dental or optical treatment, or for the repair, fitting or maintenance of prosthetic devices, which cannot be scheduled after hours. Sick leave for these purposes will be applied for in advance.

SECTION 4. Sick leave absence in excess of three (3) working days must be supported by a medical certificate, to normally be submitted within five (5) calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his illness may be accepted when illness did not require the services of a physician. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in

substantiation of each absence due to claimed illness regardless of duration. This requirement may be reviewed with the employee at least once every ninety (90) day period. The employee will be advised after the interview if the requirement for medical certification will remain in effect. The employee may be accompanied by any representative of his choice during discussion of sick leave abuse.

SECTION 5. All regular full-time and regular part-time employees who have sick leave to their credit will normally be granted such leave in accordance with the following provisions :

- a. Employee is to receive medical, dental or optical examination or treatment;
- b. Employee is incapacitated for the performance of duty by sickness, injury or pregnancy and confinement; or
- c. Employee's presence would jeopardize the health of others at his post of duty because of exposure to a contagious disease.

SECTION 6. When an employee is unable to be at work due to illness or injury the employee or his/her representative will notify his/her supervisor or acting supervisor as soon as possible on or before the day of absence, so that adequate staffing arrangements may be made. An employee will personally notify his/her supervisor when he/she plans to return to work so that adequate staffing arrangement may be made.

SECTION 7. In accordance with applicable regulations, the employee may request special consideration for advanced sick leave subject to approval by higher authority (NAVRESSO).

## ARTICLE XIII

### ANNUAL LEAVE

SECTION 1. Annual leave will be granted to eligible employees consistent with workload requirements. Approval of annual leave requests is at the discretion of the Employer. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

SECTION 2. The granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. Employees will be permitted to schedule leave through out the year, consistent with workload, to prevent forfeiture of leave.

SECTION 3. Approval of employee's request for accrued annual leave shall be granted on a fair and impartial basis.

SECTION 4. Annual leave will be scheduled on a yearly basis. Requests for annual leave for one or more weeks duration will be submitted in writing to the supervisor by 30 April. When requested, the employee will be granted not less than ten (10) consecutive workdays provided he

has such annual leave to his credit. If a conflict arises during scheduling, the employee within the job level in the organizational element concerned who possesses the longest amount of total NAFI service will be given first choice of the desired time, with subsequent choices based on the same criteria. Once an employee has made his selection, he will not be permitted to change his selection when such change will disturb the choice of another employee. Supervisors may approve a change in selection provided another employee's choice is not disturbed. When the Employer finds it necessary to cancel previously approved leave, the reason for such action will be provided to the affected employee(s) in writing. When annual leave is denied, the employee shall be advised in writing when so requested.

## ARTICLE XIV

### HOLIDAYS

SECTION 1. Employees are entitled to holiday benefits consistent with current Navy Exchange regulations for all Federal Holidays now prescribed by law and any that may be added by Federal Statute or Executive Order.

SECTION 2. Subject to current regulations, when a holiday falls on Saturday, the holiday will normally be observed on the preceding Friday. When the holiday falls on Sunday, it will normally be observed on the following Monday.

SECTION 3. Consistent with the work requirements of the Employer, employees will be permitted time off to observe the religious holidays of their faith. Time off for religious holidays or observances will be granted as annual leave, leave without pay, or compensatory time.

SECTION 4. As provided for in the Navy Resale Manual, employees will not be required to take compensatory time off in lieu of premium pay on holidays.

SECTION 5. When required to work on a national holiday, employees will receive holiday premium pay as prescribed in the appropriate Federal Personnel Manual.

## ARTICLE XV

### PARTICIPATION IN WAGE SURVEYS

SECTION 1. In accordance with existing regulations, the Union will be notified of area wage survey schedules. The Employer will inform the Union of instructions received to organize a survey and of starting dates which require action by the Employer.

SECTION 2. Union representation on the Area Wage Survey Committee will be in accordance with applicable laws and regulations.

SECTION 3. The wage schedule applicable to the unit represented by the Union will be furnished the Union and posted for all unit employees.

## ARTICLE XVI

### PROMOTIONS

SECTION 1. All regular full time unit positions grade 3 and above will be advertised through posting on official bulletin boards within the Navy Exchange Port Hueneme/Point Mugu area. Announcements will remain open for a period of ten (10) workdays for vacancies in which the terminating employee has given two (2) weeks notice. Otherwise announcements will remain open for a period of five (5) workdays. The Employer will select, assign and promote employees on the basis of merit. Applications from unit employees will be given first consideration for job vacancies.

SECTION 2. The Employer agrees to pay the appropriate rate of pay to any qualified employee performing the full scope of the higher paying position on a fulltime basis under a temporary assignment when such temporary assignment is for more than two pay periods.

SECTION 3. At an employee's request, the Employer will review and discuss with the employee the reasons for nonselection for promotion.

SECTION 4. The Employer agrees to make reasonable effort to notify all qualified employees who are on leave of appropriate promotional opportunities if the employee has filled out an application and left a forwarding address on file at the Personnel Office.

## ARTICLE XVI I

### SAFETY AND HEALTH

SECTION 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner. Each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Employer will welcome at any time suggestions which offer practical and economically feasible ways of improving safety conditions.

SECTION 2. Safety Committee Meetings:

a. Supervisors/Managers will continue to instruct employees in safe working practices, and hold monthly safety meetings with the employees. When such meetings are to be considered formal discussions, the Union will be notified.

b. Executive Safety Committee Meetings, Officer in Charge or designee shall serve as a chairman. There shall be one manager/supervisor representative from each department as a member and one Union Representative appointed by the Union as a member. A member of the safety office will serve as an advisor when possible. The meetings will be held quarterly or more often, if necessary.

SECTION 3. Ambulance service and emergency treatment to employees will be provided when necessary.

SECTION 4. In the performance of work of a hazardous nature, the Employer shall take all precautions necessary to minimize the possibility of accident or injury to employees.

a. If, in the course of employment, an employee reasonably believes that an assignment may cause injury or death, that employee will notify his/her supervisor who will investigate the matter and provide a decision to the employee. If the employee is not satisfied with the decision, the supervisor will arrange with the Safety Office for a physical investigation of the task in question. The employee will not be required to perform the task in question until the safety official makes his/her final determination. The employee will not be subject to disciplinary/adverse action for such initial refusal pending the final determination.

b. The supervisor will, within a reasonable time, notify the Union of an employee's action as described in Section 4a.

SECTION 5. In the performance of work of a hazardous nature, the Employer will take all reasonable precautions to minimize the possibility of accidents and injuries to employees.

SECTION 6. Rest room and toilet facilities are provided in work areas of the Exchange. Where practicable, such facilities are supplied with heat, hot water, soap and towels.

SECTION 7. The Union is entitled to representation on the Navy Exchange Safety Committee.

SECTION 8. No employee will be required to operate machinery or equipment which requires physical exertion beyond the legal limits imposed by applicable Federal Laws or regulations.

## ARTICLE XVIII

### PLACEMENT, RE-HIRING AND PROMOTION OF EMPLOYEES AFFECTED BY REDUCTION IN FORCE

SECTION 1. In the event of a reduction-in-force, existing vacancies for required positions may be utilized to place qualified employees in continuing positions who could otherwise be separated.

SECTION 2. Employees who are separated because of reduction-in-force will be placed on a (P. C. P. L.) Priority Consideration Placement Listing. Such employees will be given consideration for a one year period for re-hiring in positions for which they are qualified.

SECTION 3. The Employer will notify the Union of all periling reductions-in-force, prior to notification to employees. The Union will be notified in writing of the number of employees affected, the date action is to be taken, and the reason for the reduction-in-force. The Employer agrees to discuss with the Union concerning efforts to minimize the adverse effects on employees. The Union will be notified of act on taken by management in accordance with this provision.

SECTION 4. An employee who has been demoted without personal cause may be repromoted to any position for which qualified at the same or lower grade as that from which demoted, provided his services were fully satisfactory in the former position.

SECTION 5. The Union will be given the opportunity to review the retention list of employees that are in the unit who are involved in a reduction-in-force.

SECTION 6. Regular nonprobationary employees will be given thirty (30) days advance notice of a reduction-in-force action.

SECTION 7. Employees separated due to reduction-in-force may receive severance pay in accordance with applicable regulations.

SECTION 8. The Employer will prepare separate rosters of regular nonprobationary and regular probationary employees; within each roster, the employees will be listed by title, series and grade, and within each retention list, the employees will be listed in descending order of retention. A copy of this list will be sent to the Union.

## ARTICLE XIX

### CIVIC RESPONSIBILITIES

SECTION 1. Employees will be excused from duty or granted leave for jury service or other court appearances in accordance with DOD Regulations. Employees may obtain information and guidance concerning court leave through the Personnel Office.

SECTION 2. Excused leave for voting purposes will be granted in accordance with applicable laws and regulations.

SECTION 3. The Construction Battalion Center's program regarding donation of blood is encouraged. Employee's may be granted up to four (4) hours of excused absence after giving blood.

## ARTICLE XX

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Selection of employees will be based solely on an applicant's fitness for the job. Equal opportunity for employment will be provided to all qualified persons without regard to race, sex, color, national origin, age, and handicapping condition.

SECTION 2. The Employer will support the various programs which encourage the employment of handicapped in individuals.

SECTION 3. The Employer and the Union assume the responsibility for making constructive contributions to the national goal of equality of opportunities, as expressed in applicable Executive Orders and regulations.

SECTION 4. The Employer will continue to provide the services of an Equal Employment Opportunity counselor to Exchange employees. Unless directed by higher authority, an employee of the Exchange will be designated as an Equal Employment Opportunity Counselor.

## ARTICLE XXI

### DISCIPLINARY ACTION

SECTION 1. Disciplinary actions will only be taken for just cause and be supported by a preponderance of evidence.

SECTION 2. When an employee is entitled to and has a Union representative and there is a requirement that the employee be provided with a notification of any matter related to a complaint, the representative(s) will be provided a copy of the notification.

SECTION 3. In disciplinary/adverse action cases, the notice of proposed action and decision to an employee(s) will be done promptly once management becomes aware of the event which caused the action. The notice of proposed action will include a statement that the employee has the right to designate a representative of his/her choice during any stage of the reply, appeal or grievance.

## ARTICLE XXI I

### GRIEVANCE PROCEDURE

SECTION 1. The purpose of this article is to provide procedures for the settlement of grievances. The scope of this grievance procedure shall include all matters of concern, unless otherwise specified in this article.

SECTION 2. The sole exclusions from the scope of this procedure shall be grievances relating to:

- a. claimed violations relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removals for national security reasons;
- d. any examination, certification, or appointment;
- e. the classification of any position which does not result in a reduction in grade or pay;
- f. matters subject to EEO appellate procedures; and
- g. nonselection for promotion from a group of properly certified candidates.
- h. separation of probationary employees during the probationary period.

SECTION 5. Questions as to whether or not a grievance is on a matter subject to this procedure shall be referred to arbitration as a threshold issue.

SECTION 6. Should a grievance be filed on a disciplinary action, the first step of the grievance procedure will begin at the level of the official who effected the action.

SECTION 7. Any grievance not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose, will not be presented nor considered at a later date except in cases where the employee or complaining party could not reasonably have been aware of being aggrieved. Once the employee becomes aware of such a situation he will have fifteen (15) calendar days to present his grievance to his immediate supervisor.

SECTION 8. Procedure: The following grievance procedure applies to all employees of the unit and the parties:

a. Informal Step. An employee and his representative, if desired, shall first take up his grievance informally with his immediate supervisor. The immediate supervisor will meet with the employee and Union Steward and attempt to resolve the grievance. The supervisor must give his answer within seven (7) calendar days. In the event the matter is not resolved, the supervisor will inform the grievant of the appropriate next higher supervisor. 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, the employee shall reduce his grievance to writing. The grievance should be submitted to the next higher supervisor within seven (7) calendar days of the immediate supervisor's informal decision. The written grievance shall contain the details of the complaint and the corrective action desired by the employee. It must give the results and date of the informal discussion, and identify the immediate supervisor. The next higher supervisor will meet with the employee and Union Steward and attempt to resolve the grievance. A written decision will be given to the employee within seven (7) calendar days of its receipt. Where there is no higher supervisor between the immediate supervisor and the Officer in Charge, this step will be omitted.

Step 2. If satisfactory settlement has not been reached at Step 1, the Union has seven (7) calendar days after the receipt of decision to submit to the Officer in Charge for resolution. The Officer in Charge or his designated representative will meet within seven (7) calendar days after receipt of the Union request. The representative shall meet with the employee, pertinent witnesses, and a Union representative in an effort to reach a satisfactory settlement. A decision will be given in writing within seven (7) calendar days following the meeting.

Step 3. If the decision rendered by the Officer in Charge is not satisfactory, the Union may, within seven (7) calendar days, submit the grievance to the Activity Commander for review. The Activity Commander will issue his reply within fourteen (14) calendar days.

SECTION 9. If either party is not satisfied with the decision, they may within thirty (30) calendar days from the date of the decision, make formal written notice that the unresolved grievance be submitted to arbitration in accordance with Article XXIII.

SECTION 10. Failure of the Employer to observe the time limits for any step (except for Step 2) in the grievance procedure will entitle the employee to present his grievance to the next step. Unless mutual agreement is reached for extending time limits for responding to a grievance, failure to respond within required time limits will result in the following:

a. If the Officer in Charge fails to respond within the required time limits, the grievance will be resolved in favor of the employee and Union, this only pertains to the 2nd Step of the negotiated grievance procedure. In the event the Officer in Charge is not available, the grievance will be held in abeyance.

b. If the employee or the Union fails to respond within the required time limits, the grievance will be resolved in favor of the Employer.

SECTION 11. At each and every step of the grievance procedure, the Union and Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service. Parties shall, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contents of claims of the parties.

SECTION 12. 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 cause 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 13. 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 14. Grievances by the Union will be initiated and submitted in accordance with Step 2.

SECTION 15. Grievances by the Employer will be formalized in writing and presented to the President of NAGE Local R12-29 within fifteen (15) calendar days after the the occurrence of the matter out of which the grievance arose. The President of NAGE Local R12-29 will respond in writing within fifteen (15) calendar days. If the Employer has not received an answer within fifteen (15) calendar days or is not satisfied with the decision of the Union, then the Employer may impose arbitration in accordance with Article XXIII, Arbitration.

SECTION 16. Any employee has the right to present a grievance on his/her own behalf. Management will give the Union the opportunity to be present during the grievance proceedings.

SECTION 17. All time frames may be extended by mutual consent of the parties.

## ARTICLE XXIII

### ARBITRATION

SECTION 1. A grievance which has been properly processed through the grievance procedure, within the time limits specified and not settled, may be submitted to arbitration. The Union President will notify the Activity Commanding Officer in writing within thirty (30) calendar days of receiving the written answer from the Activity Commander if arbitration is desired.

SECTION 2. Only the Employer or the Union can submit a grievance to arbitration. Approval by the employee(s) affected by, or involved in, a grievance is not required before arbitration is invoked.

SECTION 3. Within fourteen (14) calendar days after arbitration has been requested the parties will meet and develop a written agreement stating specific issues of the dispute and explanations of each party's position on the matter and the parties will attempt to select an arbitrator. If no arbitrator is selected by the parties, a request will be forwarded to the Federal Mediation and Conciliation Service for a listing of five (5) available arbitrators. This request will be prepared by the Employer and will be countersigned by the Union.

SECTION 4. The parties will meet within seven (7) calendar days after receipt of the listing to select an arbitrator. If the parties are unable to agree on an acceptable arbitrator, then each party will alternately strike a name from the list until a single name remains. The Union will be given the opportunity to strike a name first. The remaining name on the list will be the arbitrator.

SECTION 5. The following fees and expenses of the arbitration hearing will be shared equally by the parties:  
arbitrator's fee and expenses, cost of recorder and, when mutually requested, by the parties, the transcript. Travel and subsistence cost by the arbitrator will not exceed that authorized by JTR.

SECTION 6. The arbitration hearing will be held at this Center during the regular day shift workhours. The Union representative, if employed by the Navy Exchange, and other Navy Exchange employees who are called as witnesses, will be excused from their normal duties and will be in a pay status while engaged in the arbitration hearing.

SECTION 7. The arbitrator will be requested to render a decision within thirty (30) days following the conclusion of the hearing. The arbiter will not change, modify, alter, delete, or add to the provisions of this agreement and will abide by the provisions of the Statute. The arbiter's decision is binding on the parties. However, either party may file an exception to the decision as allowed by the Statute.

SECTION 8. Questions of arbitrability will be referred to arbitration as a threshold issue.

## ARTICLE XXIV

### UNION DUES WITHHOLDING

SECTION 1. It is hereby agreed by and between the Navy Exchange, CBC Port Hueneme, hereinafter referred to as the Employer and Local R12-29, National Association of Government Employees, hereinafter referred to as the Union that, as provided by Section 7115 of CRSA of 1978, and Department of Defense Directive 142.61, payroll allotments for collection of dues shall be made in accordance with the following.

SECTION 2. Effective with the first pay period occurring after the execution of this Agreement the Employer shall deduct Union dues from the pay of all employees who voluntarily authorized such deduction and who are employed at the Navy Exchange for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

SECTION 3. Union dues (the regular, periodic amounts required to maintain an employee in good standing with the Union shall be deducted by the Employer from an employee's pay each payroll period when the following conditions have been met:

- a. The employee either is a member in good standing of the Union or has signed up for membership subject to the payment of his first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized a deduction on Standard Form 1187 supplied by the Union.
- d. The Union, through its authorized official, has completed and signed Section A of such form.
- e. Such completed Form has been transmitted promptly by the Union to the Accounting and Finance Officer.

SECTION 4. The Union shall supply Standard Form No. 1187 (Allotment Form), and shall be responsible for the distribution of this form to its members and for completion of Section A thereon, including the certification of the current amount of such local Union's regular dues to be deducted each biweekly pay period. The Union shall be responsible for educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required Form.

SECTION 5. Deduction of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the Navy Exchange. However, such Forms must be received by the Payroll Office three (3) workdays prior to the beginning of the payroll period.

SECTION 6. The amount of the Union dues to be deducted each biweekly period shall remain as originally certified to on allotment forms by its authorized Union official until a change in the amount of such deductions is certified to by an authorized official of the Union and such certification of change is duly transmitted to the Navy Exchange.

SECTION 7. Any such change in the amount of any employee's regular dues, with resultant change in the amount of the allotment of such employee per biweekly pay period, shall become effective with the deduction allotment made on the first pay period after transmittal of the notice, via the Union, provided such notice of change is received by the Navy Exchange three (3) workdays prior to the beginning of the payroll period.

SECTION 8. Unit employees who have authorized the withholding of union dues may request revocation of such authorization by completing Standard Form No. 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting the completed form to the Personnel Office. These forms may be obtained from the Employer. An employee who initiates dues deduction and request revocation of this deduction within the initial year, will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date dues deduction went into effect. An employee who has completed the initial one year period and requests revocation of union dues deduction, will have the revocation take effect on the first pay period in March following their anniversary date provided the revocation is received by the payroll office no later than 1 March. The payroll office shall notify the Union of all such revocations received by transmitting a copy of the form.

SECTION 9. The Field Support Office will normally forward to the Comptroller, Fiscal Office, National Association of Government Employees, 285 Dorchester Avenue, Boston, Massachusetts 02127, within three (3) work days after each pay day the following:

a. A list which will contain the name and payroll number of each employee member of the Union on voluntary allotment. A copy of this will also be provided to NAGE, Local R12-29.

b. A check made payable to the Comptroller, Fiscal Office, NAGE, in the amount equal to the total of all such monetary allotment deductions.

## ARTICLE XXV

### DURATION AND CHANGES

SECTION 1. This agreement as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of its approval by the Secretary of the Navy or on the 31st day of this agreement's execution by the parties, subject to the requirements of law and government-wide rules and regulations. Further, it is provided that this agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Statute. On request of either party, the parties shall meet to commence negotiations on a new Agreement not more than 90 days nor less than 60 days prior to the expiration date of this agreement.

SECTION 2. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a 1 year period, subject to the other provisions of this Article, and subject to conformance of laws and government-wide rules and regulations and approved by the Secretary of the Navy.

SECTION 3. This Agreement is subject to modification or amendment as follows:

a. Amendments may be necessary after the effective date of this Agreement because of changes in laws or Executive Orders. When this occurs, the parties will meet for the purpose of negotiating new language which will conform to the requirements of such laws or Executive Orders.

b. This Agreement is subject to modification or amendments by mutual consent of the parties. Request for amendments by either party must be in writing and must include a summary of the proposed amendment(s); the parties shall meet within fifteen (15) calendar days after receipt of the proposed amendment(s) to discuss the matter.

c. If the parties agree that modifications or amendments are warranted they shall proceed to negotiate the matter. No changes shall be considered except those having a bearing directly on the subject matter agreed to by the parties.

SECTION 4. Upon acceptance by both parties and approval by the Secretary of the Navy, amendments on modifications will become a part of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on 14 SEP 1990

FOR THE NATIONAL ASSOCIATION  
OF GOVERNMENT' EMPLOYEES LOCAL  
R12-29

FOR THE NAVY EXCHANGE  
PORT HUENEME/POINT  
MUGU, CA.

\_\_\_\_\_  
NAGE local R12-29

\_\_\_\_\_  
Officer in Charge

MEMBERS OF THE NEGOTIATING TEAMS

\_\_\_\_\_  
CHIEF NEGOTIATOR

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CHIEF NEGOTIATOR

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NEGOTIATOR

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NEGOTIATOR

Approved by Navy Resale & Services Support Office on May 7 1991 to be effective

Approved by the Secretary of the Navy on May 7 1991, to be effective