

NEGOTIATED AGREEMENT

between

NAVY EXCHANGE

**Naval Base, San Diego, CA
Naval Amphibious Base, Coronado, CA
Naval Medical Center, San Diego, CA
Anti-Submarine Warfare (ASW), San Diego, CA
Liberty Station, San Diego, CA
Submarine Base Point Loma, San Diego, CA
West Coast Office, National City, CA
West Coast Distribution Center, Chino, CA**

and

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES
Interdepartmental Local 3723
San Diego, CA**

January 2019

TABLE OF CONTENTS

NUMBER	TITLE	PAGE
ARTICLE 1	- RECOGNITION AND UNIT DESCRIPTION.....	1
ARTICLE 2	- PROVISIONS OF LAW AND REGULATIONS.....	2
ARTICLE 3	- RIGHTS OF MANAGEMENT.....	2
ARTICLE 4	- RIGHTS OF ASSOCIATES.....	3
ARTICLE 5	- RIGHTS OF UNION.....	5
ARTICLE 6	- MATTERS APPROPRIATE FOR NEGOTIATION.....	6
ARTICLE 7	- OFFICIAL TIME.....	7
ARTICLE 8	- UNION FACILITIES AND SERVICES.....	8
ARTICLE 9	- LABOR – MANAGEMENT MEETINGS.....	9
ARTICLE 10	- PROHIBITED PERSONNEL PRACTICES.....	9
ARTICLE 11	- COMMITTEES.....	9
ARTICLE 12	- ASSOCIATE SERVICES AND FACILITIES.....	10
ARTICLE 13	- EQUAL EMPLOYMENT OPPORTUNITY.....	11
ARTICLE 14	- PAY BANDING.....	11
ARTICLE 15	- PROMOTIONS AND PLACEMENTS.....	12
ARTICLE 16	- DETAILS/TEMPORARY PROMOTIONS.....	13
ARTICLE 17	- FLEXIBLE EMPLOYMENT.....	14
ARTICLE 18	- WORK SCHEDULES/HOURS OF WORK.....	15
ARTICLE 19	- OVERTIME.....	18
ARTICLE 20	- DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY	20
ARTICLE 21	- HOLIDAYS.....	20

TABLE OF CONTENTS – CONTINUED

NUMBER	TITLE	PAGE
ARTICLE 22	- ANNUAL LEAVE.....	21
ARTICLE 23	- SICK LEAVE.....	22
ARTICLE 24	- LEAVE WITHOUT PAY.....	23
ARTICLE 25	- OTHER PAID LEAVE.....	24
ARTICLE 26	- FAMILY MEDICAL LEAVE.....	25
ARTICLE 27	- LEAVE SHARING.....	26
ARTICLE 28	- JOB DESCRIPTIONS.....	26
ARTICLE 29	- ASSOCIATE’S PERSONNEL JACKETS.....	27
ARTICLE 30	- PERFORMANCE APPRAISAL.....	27
ARTICLE 31	- TRAINING AND DEVELOPMENT.....	28
ARTICLE 32	- HEALTH AND SAFETY.....	29
ARTICLE 33	- WORKERS’ COMPENSATION.....	30
ARTICLE 34	- CONTRACTING OUT.....	31
ARTICLE 35	- BUSINESS BASED ACTIONS.....	32
ARTICLE 36	- DISCIPLINARY ACTIONS.....	35
ARTICLE 37	- ALTERNATIVE DISPUTE RESOLUTION.....	36
ARTICLE 38	- GRIEVANCE PROCEDURES.....	37
ARTICLE 39	- ARBITRATION.....	39
ARTICLE 40	- UNFAIR LABOR PRACTICES.....	41
ARTICLE 41	- ASSOCIATE ASSISTANCE PROGRAM.....	41

TABLE OF CONTENTS – CONTINUED

NUMBER	TITLE	PAGE
ARTICLE 42 -	VOLUNTARY ALLOTMENT OF UNION DUES.....	42
ARTICLE 43 -	PUBLICIZING THE AGREEMENT.....	43
ARTICLE 44 -	DURATION.....	43
	EXECUTION OF AGREEMENT.....	44

ARTICLE 1
RECOGNITION AND UNIT DESCRIPTION

Section 1. It is CERTIFIED that the American Federation of Government employees, Interdepartmental Local 3723, 3723 AFL-CIO, is the exclusive representative of all associates (employees) of the defined in Section 2 below:

Section 2. The consolidated unit is defined as:

Included: All associates (employees) of the Navy Exchange, Naval Base, San Diego, California;

Excluded: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (5), (6), and (7).

Included: All employees of the Navy Exchange, West Coast Office, National City, California, including employees of the Navy Exchange, West Coast Distribution Center and temporary employees employed for more than 90 days by the West Coast Distribution Center.

Excluded: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (5), (6), and (7).

Included: All employees of the Navy Exchange, Naval Amphibious Base, Coronado Exchange, San Diego, California

Excluded: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (5), (6), and (7).

Included: All employees of the Navy Exchange, Naval Medical Center Exchange, San Diego, California.

Excluded: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (5), (6), and (7).

Included: All employees of the Navy Exchange, Anti-Submarine Warfare (ASW) Exchange, San Diego, California, and the Navy Exchange, Liberty Station (formerly known as Nimitz Mini Mart), San Diego, California

Excluded: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (5), (6), and (7).

Included: All employees of the Navy Exchange, Submarine Base Point Loma, San Diego, California.

Excluded: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (5), (6), and (7).

ARTICLE 2
PROVISIONS OF LAW AND REGULATIONS

Section 1. The Employer and the Union agree that in the administration of all matters covered by this Agreement, bargaining unit associates are governed by:

- a. existing or future laws;
- b. existing government-wide rules or regulations;
- c. existing rules or regulations from higher authority; to include but is not limited to NEXCOM, the Secretary of the Navy and/or the Department of Defense.
- d. subsequently published Government-wide or agency rules or regulations required by law or authorized by the terms of a controlling agreement at higher agency level which do not conflict with the terms of this Agreement.

Section 2. Any part of this Agreement that conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiation, to the extent require by law, between the Parties to bring this Agreement into conformance with such laws and regulations.

Section 3. Except for those conditions described in Sections 1 and 2 above, where conflict exists between the Collective Bargaining Agreement and administrative policies, provisions of the Collective Bargaining Agreement prevail.

ARTICLE 3
RIGHTS OF MANAGEMENT

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 in this responsibility, but not limited thereto, is the right to:

- a. determine the mission, budget, organization, number of associates and internal security practices of the Employer;
- b. in accordance with applicable laws-
 - (1) to hire, assign, direct, layoff, and retain associates in the agency, or to suspend, remove, reduce in grade/band or pay, or to take other disciplinary action against such associates;
 - (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 candidates for promotion;
 - (b) any other appropriate source and

(4) to take whatever actions necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this section shall preclude the Employer and the Union from negotiating:

a. At the election of the Employer, on numbers, types, and grade of employee or positions assigned to any organizational subdivision, work projects, or type of duty, or the technology, methods and means of performing work.

b. procedures which management officials of the agency will observe in exercising any authority under this section;

or;

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

ARTICLE 4 RIGHTS OF ASSOCIATES

Section 1. Each associate shall have the right to form, join, or assist the Union, or refrain from any such activity, freely and without fear of penalty or reprisal, and each associate shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right;

a. to act for the Union in the capacity of a representative and the right in that capacity to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through the union as provided by law and this agreement.

c. To ensure the associate's dignity and respect regarding matters concerning on-the-job work performance or proposed disciplinary actions, the Employer will conduct any discussion with individuals privately.

d. In order to provide a constructive environment for counseling of an associate, supervisors may give consideration to conducting such discussions at a time that allows opportunity for an associate to absorb the counseling prior to returning to his/her assigned duties and may grant time off if requested.

Section 2. Associates have the right to communicate with the following offices/individuals during working hours concerning personal matters provided they obtain their supervisor's approval prior to the visit:

a. The Human Resources Office

b. The EEO Office or EEO Counselors

- c. The Appropriate official in the Safety and Health Office
- d. A Manager or Supervisor of higher rank than the employee's immediate supervisor

The locations of these offices will be posted on Official Bulletin Boards.

Section 3. The associate shall be given the opportunity to be represented by the Union at any examination in the Unit by a representative of the agency in connection with an investigation if:

- a. the associate reasonably believes that the examination may result in disciplinary action against the associate; and
- b. the associate requests representation.
- c. Management will identify an investigative interview so the Employee can make an intelligent determination if Union representation is necessary and a Union representative will be afforded in accordance with their Weingarten rights.

Section 4. Bargaining unit associates will not be required to participate as witnesses in an investigatory interview or counseling.

Section 5. The Employer shall annually, but no later than 1 February, inform associates of the Bargaining Unit of their Weingarten Rights, as provided in Section 3 of this Article, by posting them on Official Bulletin Boards.

Section 6. An associate has the right to be represented by an attorney or other representative, other than the Union, of the associate's own choosing until a grievance is pursued using the Negotiated Grievance Procedure.

Section 7. Contributions for fund drives, gifts, including gifts for Management Officials or fellow associates, donations, or similar types of situations will be voluntary. Any practice that compels, coerces, or causes reprisal directed at an associate because of the size of the contribution or the decision not to contribute, has no place in the Navy Exchange. In addition, the associate has the privilege of disclosing or keeping the contribution confidential.

Section 8. In accordance with the Joint Travel Regulations, associates who use their private vehicle for official business while in a duty status will be compensated for mileage.

Section 9. The Employer will notify a Union representative or the associate and provide opportunity to be present when opening and inspecting the associate's locker, except in cases of emergency. When locks need to be cut off during inspection of lockers, the Employer will promptly provide replacement locks. The employee may request a union representative to be present.

Section 10. In cases where employees have received permission to use a portion of their desk for the storage of personal items; then that portion of the desk shall be locked. If it is necessary to open that portion of the desk, the procedures in Section 9, above, shall be followed. There is no right of privacy for any other portion of one's desk.

Section 11. The Employer agrees that in the treatment of associates, all provisions of this Agreement and the provisions of applicable laws, executive orders, and regulations, shall be applied fairly and equitably with due regard for each associate's personal dignity and privacy. It is recognized that associates shall have access to all rights, privileges, and protection that are afforded by applicable law, regulation, and this Agreement and that the exercise of such rights by the associate will not adversely reflect on the associate.

ARTICLE 5 RIGHTS OF THE UNION

Section 1. The Union is the exclusive representative of the associates in the unit and is entitled to act for, and represent the interest of all associates in the Unit. In accordance with applicable laws, rules, regulations and this Agreement, the Union retains the right to:

- a. determine the Local's organizational structure;
- b. designate representatives of the Union;
- c. determine the Union responsibilities of unit representatives;
- d. retain, suspend or relieve Union representatives from their assigned representational duties;
- e. determine the Union's procedures, means and methods by which representational duties are performed under the provisions of this Agreement.

Section 2. The Union has the right to be present at any formal discussion between one or more representatives of management and one or more associates of the Unit or their representative concerning any grievance or any personnel policy or practice or other general conditions of employment. The Union will be given reasonable advance notice of any formal discussion. This notice will include the nature of the formal discussion.

Section 3. The Union has the right to be present at any investigative interview of an associate in the Unit in accordance with the associate's rights under Article 4 of this agreement and all applicable law.

Section 4. A reasonable number of stewards may be designated by the Union and shall be recognized as representatives for associates in the Unit in which they are designated to be stewards.

Section 5 The Employer agrees to recognize the officers and duly designated representatives of the Union, and shall be kept advised in writing by the Union of the names of its Officers and Representatives who are authorized to act on behalf of the Union in any phase or proceedings as authorized under this Agreement.

Section 6. The Employer agrees that the Unit Executive Officer, the Chief Steward, Stewards or Union representatives shall be allowed to leave their assigned work areas to go to other departments, shops, or offices, when it is necessary to do so in order to bring about a prompt and expeditious disposition of a complaint or grievance. It is further agreed that such activity shall be

engaged in without any loss in pay or benefits to the associates authorized to act on behalf of the Union or the associates being represented under the terms of this Agreement.

Prior to leaving their assigned duties, the Unit Executive Officer, Chief Steward, Steward or Union representative shall notify their supervisors and the supervisors of the associates seeking representation of the necessity to leave the assigned work area and obtain authorization to do so. The representatives will provide the supervisors an estimate as to the amount of time such representation meetings will take in order to allow the supervisors to provide adequate coverage in the departments. Supervisors may only delay approval of representation on the basis of workload, in which case alternate times for representation are to be established at that time. The delay will not be for an unreasonable amount of time. The supervisors are to be notified when the Unit Executive Officer, Chief Steward, Steward or Union representative, and the associates they are representing, return to work.

Representatives of the American Federation of Government Employees who are not employed by the Navy Exchange System and who have business to conduct with the Employer and/or a bargaining unit associate(s) will be allowed to conduct such business and visit the activity as required. Visitation arrangements will be cleared through the Human Resources Office. Such representatives shall not interfere with the work of the associates of the facility during duty hours.

Section 7. No prejudicial actions will be taken against the Unit Executive Officer, Chief Steward, Stewards or other Union representatives in the performance of Union duties. Any transfer or detail of a Steward requires advance notice to the Union.

Section 8. Associates accepting full time positions as Union Officers, Local or National, may be granted leave without pay for the term of their office. Leave without pay for such cases shall be granted in increments of not more than one (1) year.

Section 9. Associates in the Unit who are elected by the Union to serve as delegates to a Union activity may apply for periods of leave to attend such activities. The Employer agrees to authorize annual leave or leave without pay as appropriate, for such associates provided sufficient advance notice is given in writing and the associate's services can be spared.

Section 10. Administrative leave may be granted to Union representatives to attend training sessions sponsored by the Union provided the subject matter of the training is of mutual concern to the Employer and the Union.

ARTICLE 6 MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. Matters appropriate for negotiations are personnel policies, practices, and matters whether established by rule, regulations, or otherwise, affecting working conditions.

Section 2. The Employer will present the changes, described in Section 1, and explain the necessity of the changes to the Union orally and/or in writing prior to implementation.

Except for the provisions outlined the Rights of Management Article #3, the Union is entitled to meet with the Employer and/or file written/oral comments. The Union will notify the Employer within seven (7) workdays if it intends to meet and/or provide input. Such meeting and/or input

will occur within ten (10) workdays of original notification. The meeting and/or input may result in either written or oral resolution to the proposed change.

Section 3. The Employer agrees to notify the Union promptly whenever notice is received of forthcoming wage surveys and/or inspections covering matters within the purview of this Article.

ARTICLE 7 OFFICIAL TIME

Section 1. Any associate representing the bargaining unit in the negotiation of a collective bargaining agreement, supplemental agreements, impact bargaining, or other matters covered by this Agreement, shall be authorized official time for such purposes, including attendance at impasse proceedings during the time the associate would otherwise be in a duty status. The number of associates for whom official time is authorized under this section shall be equal to the number of associates designated as representing the Employer.

Section 2. Any activities performed by any associate relating to the internal business of the Local (including the solicitation of membership, elections of Union officials, solicitation of dues and maintenance of dues check-off agreements) shall be performed when the associate is in a non-duty status or in a leave status.

Section 3. Associates seeking Union representation or advice in connection with matters covered by this Agreement shall be granted official time that the Union and the Employer agree to be reasonable, necessary, and in the public interest.

Section 4. Primary Contacts for Bargaining Units –

The Union will identify one person (i.e. Unit Executive Officer, Chief Steward, or Business Agent) as primary contact for the purpose of being a single Union point of contact with the Employer regarding notifications or issues that are covered by this Agreement.

Section 5. Release of Stewards and Recording of Time

a. **Release of Stewards to Perform Representative Duties**
- Refer to the Union Rights Article Section 5.

b. **Recording of Time Used in Representation** - Stewards are to record their use of official time for representational duties by preparing Absence Record forms. The forms are to indicate the dates and times the Stewards commence representation. The Absence Records are to be signed by the Stewards and their respective Supervisors. Upon their return, the return time and the purpose of the official time (i.e., negotiations, grievances, etc.) will be recorded on the Absence Records, initialed, and left with their Supervisors.

Section 6. On-the-Job Training of Stewards. The Agency and Union agree that in order to further the interests of both parties it is necessary for Stewards to receive on the job training (OJT) while on official time. This includes allowing Stewards to take official time for the purposes of observing the other stewards, or business agent or other Union representatives who represent associates at the Agency. The Agency agrees to provide forty (40) hours per year of such training.

ARTICLE 8 UNION FACILITIES AND SERVICES

Section 1. As part of the orientation process, the Union will be provided no more than fifteen (15) minutes during the orientation to cover labor relations law, the provisions of this Agreement and other agreements between the activity and the Local. Solicitation of associates, and speaking negatively of the Employer will not occur.

The Employer will provide a handout to all new hires that will contain the following:

“The American Federation of Government Employees (AFGE) Local 3723 is the exclusive representative of the associates to which this collective bargaining agreement is assigned, under Title VII of the Civil Service Reform Act of 1978. You have the right to join this organization or to refrain from doing so. The Union bulletin board will contain all relevant information concerning Union representation, location, and meeting times of the Local.”

Section 2. Upon reasonable advance request by the Union, the Employer will provide a meeting space in areas occupied by the Employer if available for meetings during non-duty hours. Associates attending such meetings will do so only during non-duty hours or while in a leave status.

Section 3. Upon reasonable advance request by the Union, the Employer will provide confidential meeting space during official hours of business in areas occupied by the Employer for:

- a. preparing or discussing a grievance or appeal;
- b. caucusing immediately before, after, and during scheduled meetings with the Employer;
- c. discussing matters directly related to the administration of this Agreement.

Section 4. Upon request, the Employer agrees to furnish to the Union, for its internal use only, a list which will contain the names, grades, position title, department, and business addresses of all associates in the bargaining unit. This request may be made twice a year.

Section 5. The Employer will furnish to the person identified by the Union as the primary contact in the Official Time Article, Section 5.a., a copy of the Employer’s written directives on civilian personnel administration applicable to the associates of the Unit, including those at department and division level, and will also provide any subsequent changes, updates, or new instructions.

Section 6. The Employer agrees to provide a reasonable number of bulletin boards for the sole use of the Union. For those areas where bulletin boards do not exist, appropriate measures will be taken by the Union to assure adequate distribution of information to Unit associates in such areas. Locations of the Unit bulletin boards are to be mutually agreeable to the Employer and the Union. The Union bulletin boards will be approximately 36 x 24 inches.

Material that is to be posted on the bulletin board will be initialed by the senior union representative in the Unit and a representative of the Employer to ensure that the material is approved by the Union. Any material not initialed by both parties may be removed by either party. The Employer will notify the Union of any such material it removes from the bulletin board.

Section 7. The Employer will provide the Union, at each of the activities covered by this Collective Bargaining Agreement, a mail slot, and reasonable use of copiers, faxes, telephones, computers, and e-mail for stewards for representational purposes only and not internal Union business.

ARTICLE 9 LABOR – MANAGEMENT MEETINGS

Section 1. Upon request of either party, the Employer will schedule a meeting with the Union within a reasonable time after the request (not to exceed five (5) workdays) for the purpose of discussing situations that are of concern to the associates of the Unit.

Section 2. A summary of the meeting will be prepared by the Employer and two (2) copies will be furnished to the Union within ten (10) calendar days after the meeting. The summary will be approved by the Parties and a copy retained by each party.

ARTICLE 10 PROHIBITED PERSONNEL PRACTICES

Section 1. Any associate who has authority to take, direct others to take, recommend, or approve any personnel action, shall not engage in any activity prohibited by 5 USC 2302(b).

ARTICLE 11 COMMITTEES

Section 1. The Union is the sole exclusive bargaining agent for the associates of the Unit.

Section 2. The Union will be permitted active participation and representation on committees that impact on working conditions and/or personnel policies of Unit associates. The Union will receive adequate notice of any such committees meetings within a reasonable time.

Section 3. The Health and Safety Committee is an important part of the activity's Health and Safety Program as they form a chain of communication between associates and the Employer.

- a. The Committee shall be composed of at least one (1) representative of the Employer and at least one (1) representative selected by the Union.
- b. The Committee will meet as often as necessary upon request of either party.
- c. The Committee will meet to discuss methods for developing, promoting and implementing the health and safety of the associates; conduct inspections of activity facilities and recommend associates for safety awards.

- d. A copy of Safety Committee minutes will be provided to the Union.

ARTICLE 12 ASSOCIATE SERVICES AND FACILITIES

Section 1. The Employer shall provide rest/break areas for associates that are safe, clean, and well lighted, if similar facilities are not conveniently available as a part of the overall facility. They shall be maintained in a sanitary condition and shall be kept free of vermin infestations.

When vending machines are provided in rest/break areas, the Employer will take appropriate steps within its authority to assure that the machines are maintained in good working condition, regularly re-supplied, and that an adequate means of reimbursement for money lost in malfunctioning machines is provided. The Employer shall assure reasonable access to mobile canteens, and other sources of food for the associates, if available.

Section 2. Reasonable access to telephones will be allowed for associates to conduct necessary and essential business. The associate's use of work place telephones shall not relieve the Employer from taking, and passing on to the associate messages received. However, this service will not be abused by the associate.

Section 3. When associates are not allowed to take personal articles, such as purses and jackets, into work areas, a secured place will be provided for such items. Change rooms and lockers shall be provided by the Employer where protective clothing is a requirement of employment or dictated by the nature of the work performed. These areas will be conveniently accessible to the associates and maintained in a sanitary condition. In areas where this provision cannot be complied with, the Union and management will meet in an attempt to find reasonable alternatives. Clothing required to be worn by the associate as a condition of employment will be furnished by the Employer.

Section 4. Rest room facilities shall be provided by the Employer and will be maintained in a sanitary condition.

Section 5. Where safety shoes are a requirement by the Employer, the primary method of providing safety shoes to the associate is the issue of standard stock (L1) safety shoes. A secondary method allows for the reimbursement to associates who buy their own safety shoes.

The associate will be reimbursed the actual price of a pair of shoes, but in no case shall the amount reimbursed exceed the current (L1) safety shoe price. Associates are required to produce the original receipt of purchase and proof that the safety shoes meet ANSI requirements prior to being reimbursed.

Replacement of safety shoes will be on a pair turn-in basis as needed.

Section 6. Claims for theft or damage of the personal property of an associate in conjunction with the performance of the associate's assigned duties may be filed with the Employer under the provisions of the Personal Property Claims Act (PPCA). Upon request, an associate will be provided information on how to file a claim under PPCA.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union affirm the policy of Equal Employment Opportunity (EEO) and of prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status or political affiliation. Offensive remarks in the workplace relating to age, sex, race, color, religion, qualified handicap and/or national origin will not be condoned.

Section 2. An associate alleging discrimination may be accompanied by a representative of choice at any step of the EEO complaint process.

Section 3. An associate alleging unlawful discrimination may elect to use either the EEO discrimination complaint procedure or the Grievance Procedure Article within appropriate timeframes. The associate may not use both procedures.

ARTICLE 14
PAY BANDING

Section 1. Pay Banding is a system of position classification and pay setting and is a “pay for performance” system except for the below provisions. The Employer has authority to establish, classify, and approve pay band positions. The Office of Personnel Management, DoD and NEXCOM classification standards are used as guides in classification. Upon inquiry by the Union, copies of classification standards used to classify a position will be provided.

Section 2. Compensation/Increases – When sales and Profits support budget, associates with a minimum of 90-calendar day’s continuous service will receive performance increases as follows:

- a. Associates who receive an annual review rating of Fully Successful will receive a performance increase equal of at least 2% of their current hourly rate.
- b. Associates who receive an annual review of Exceeds Expectations will receive a performance increase of at least 3% of their current hourly rate.
- c. Associates who receive an annual review of Outstanding will receive a performance increase of at least 4% of their current hourly rate.
- d. If the applicable DoD Wage Setting Division Pay Band Report reveals that a comparability/wage schedule adjustment would result in a larger wage increase for associates, then the comparability increase will prevail.
- e. If a merit increase would place an associate’s rate of pay above the maximum for the pay band, a merit pay increase an associate would otherwise receive will be paid as a bonus.

Section 3. **Effective Date for Wage Increases** – Increases will be effective the first pay period following release of the DoD Wage Setting Division Pay Band Report for the applicable period, or the second pay period in April for merit increases, whichever is later.

Section 4. Work Performance Reviews will not be rated lower for the sole purpose of avoiding the payment of appropriate merit increases/bonuses. Associates are entitled to a copy of their review, in writing.

ARTICLE 15 PROMOTIONS AND PLACEMENTS

Section 1. The Employer agrees to administer a promotion program designed to ensure a systematic means of selection of the best-qualified applicants in filling vacant positions.

Section 2. The program will include a method for announcing vacancies, and a method for comparative evaluation of candidates based on job-related evaluation criteria which measure the knowledge, skills, abilities, and length and quality of experience, irrespective of whether such experience was gained internally or externally. If the length and quality of experience between two candidates are the same, priority consideration will be given to the experience obtained with the Navy Exchange System, except as otherwise provided by law.

Section 3. The Employer will consult with the Union in making revisions in its promotion program.

Section 4. Non-competitive placements benefit associates and the Employer by providing flexibility. This procedure allows associates to move into other work areas or positions, for which they are qualified, and for associates to be placed by the Employer into positions where the needs are greatest or meaningful without having to compete for such positions.

Associates desiring to move into other positions at the same grade/band level may contact the Human Resources Office (HRO) of the respective activity covered by this agreement, and complete the appropriate form. Their requests will be retained for ninety (90) calendar days and referred to the appropriate manager/supervisor for consideration and attempted accommodation prior to staffing any vacancy(ies) through the competitive procedures. The Employer may reassign associates at the same grade/band and employment category without having to compete the positions.

Section 5. Associates seeking permanent positions at the NA-1 or NA-2 grade level may contact the HRO to find out where vacancies exist.

Section 6. Interested associates will submit an application for promotional opportunity for posted vacancies. The form must be received by the HRO no later than the closing date of the POA. If an interview is conducted, the applicant must be available for the interview on the day it is scheduled.

Section 7. Upon receipt of the associate's application for promotional opportunity for Navy Exchange associates or a Personnel Information Questionnaire (PIQ) from external applicants (not employed within the Navy Exchange System), the HRO will certify those persons determined to be administratively qualified for consideration. A list of job related questions will be prepared to be used in the interview process. Upon request, the Union will be provided a copy of the questions used.

Section 8. A selection factor checklist will be completed for applicants who are interviewed or considered by the selecting official. Factors will be used that are relevant to the position being filled. Relevant notes may be included in the remarks section. The applicant with the highest rating will be selected.

Section 9. The HRO will notify applicants of their selection. Promotions will normally be effective on the first day of the next pay period.

Section 10. Selection panels will not be used in selecting bargaining unit positions.

Section 11. There will be no pre-selection of any applicant for any posted vacancy, prior to the completion of interviews and review of all information. No selection will be made prior to the end of the posting period.

Section 12. Grievances regarding selections will be processed in accordance with Grievance Procedures Article for non-disciplinary actions and can only be issued based on procedural error. The selecting official will serve as the supervisor under the informal step of the procedure.

Section 13. An associate's accumulation of annual leave will not be a factor in being rated for promotions.

ARTICLE 16 DETAILS/TEMPORARY PROMOTIONS

Section 1. **Details** - A detail is a reassignment of a person to a distinctly different position or a different set of duties at the same or lower grade/band level for a period not to exceed one hundred and fifty (150) calendar days or to a higher level position or a higher set of duties, at the same rate of pay, for a period not to exceed thirty (30) calendar days.

It is understood that a detail to a higher level position or a higher set of duties lasting more than thirty (30) calendar days will be paid as follows:

Craft and Trade associates: A temporary increase of pay will be affected in accordance with P.L. 92-392.

Pay band associates will receive at least a temporary five (5) % pay increase for the detail to a higher level position, or the pay band minimum of the higher level position, whichever is greater.

Section 2. The associate will return to his/her original position at the end of the detail. The Employer will document the detail by preparing a personnel action as a part of the associate's personnel jacket. Persons detailed for sixty (60) calendar days will receive a work performance review for the detail. This work performance review will be considered at the time of the annual work performance review.

Section 3. At mutual agreement between the Employer and the Union, an extension to a detail shall be granted for a period up to an additional sixty (60) calendar days.

Section 4. If a detail is to extend past two hundred and ten (210) calendar days, the detailed associate must be returned to his/her former position and a different associate shall be assigned to the detail.

ARTICLE 17 FLEXIBLE EMPLOYMENT

Section 1. To be competitive and effective, Navy Exchanges will maintain a balanced mix of regular full-time, regular part-time and flexible associates. Regular associates represent the core team for the organization. Flexible associates complement that core team. As such, the flexible employment category will not replace the regular employment categories, but instead, provides flexibility in meeting staffing needs while retaining a stable, permanent work force. Regular employment category associates will not be converted to the flexible employment category.

Section 2. Flexible associates may serve in positions up to forty (40) hours per week.

-Flexible associates in continuous employment from more than 12 months to 24 months.

Flexible associates who are assigned hours in excess of twenty-five (25) hours, or more, on a regular and recurring basis for a period of one (1) year shall be entitled to first consideration for conversion to regular part time or regular full time positions which may become vacant, provided they are qualified, the positions do not represent a promotion, the associates have performance ratings of ‘exceeds expectations’ or better, and they apply for such positions when they are posted.

-Flexible associates in continuous employment for 24 months.

Associates who have been in a flexible category for more than 24 continuous months with satisfactory work performance and who have worked an average of 20 hours per week, or more, will be given the opportunity to convert to regular employment if

- a. the last work performance review rating is “fully successful” or better;
- b. the associate is not receiving a retirement annuity from the Navy Exchange System; and
- c. the associate accepts in writing the conversion from flexible to the regular employment category.

Section 3. Paid leave for flexible associates will accrue at the beginning of employment and may be used after ninety (90) calendar days of employment. The leave balance will be payable upon separation, if employment exceeds ninety (90) calendar days. Up to thirty (30) hours of accrued flexible leave may be carried over from one leave year to the next. It is accrued at the rate of five (5) % for each hour worked from twenty (20) to forty (40) hours in the basic workweek (calculated on a bi-weekly basis).

Section 4. Flexible associates will be eligible to participate in the leave donation program. The maximum amount of hours that can be donated to them in a leave year is six and five-tenths (6.5) days.

Section 5. Time spent in a flexible position which immediately precedes the assignment to a regular position involving the same duties will be credited towards completion of the probationary period.

Section 6. Although flexible associates are not entitled to grieve a removal action, in accordance with Statute, they are entitled to grieve under the Grievance Procedure Article other disciplinary actions and matters of employment.

Flexible associates may be represented by the Union or other designated representative in accordance with the Associate's Rights Article. If a flexible associate believes a removal action was based on unlawful discriminatory reasons, the action may be challenged in accordance with applicable EEO regulations.

ARTICLE 18 WORK SCHEDULES/HOURS OF WORK

Section 1. The administrative workweek is a period of seven (7) consecutive calendar days within which a basic workweek will normally be scheduled, as follows:

- a. **regular full-time associates** - thirty-five (35) to forty (40) hours per week.
- b. **regular part-time associates** - twenty (20) to thirty-four and nine/tenths (34.9) hours per week.
- c. **flexible associates** - as provided in the Flexible Employment Article #17.
- d. **probationary associates** - a probationary period is required for a person appointed to a regular position. This constitutes a 'trial' period to determine the associate's effective level of performance and overall suitability for continued employment. All new associates will serve a one (1) year probationary period. The probationary period may be extended in cases where an associate's absence has prevented the supervisor from properly evaluating the qualifications for continued employment. Such extension shall be in writing and will be limited to a period equal to the duration of the associate's absence. Associates who fail to qualify during the probationary period may be released from employment without the right to grieve the termination action.

Section 2. Breaks and Meal Periods - Scheduled hours of work will normally include a paid break(s) and an unpaid meal period as follows:

- a. associates paid a minimum of four (4) hours but less than five (5) hours per day are entitled to one fifteen (15) minute paid break.
- b. associates paid five (5) to six (6) hours per day are entitled to a thirty (30) to sixty (60) minute unpaid meal period and a fifteen (15) minute paid break.
- c. associates paid more than six (6) hours per day are entitled to a thirty (30) to sixty (60) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

The Employer and the Union agree that paid breaks and unpaid meal periods will be scheduled periodically throughout the work shift to avoid fatigue on the associate. Under normal circumstances, the unpaid meal period will be scheduled three (3) to five (5) hours from the start of the associate's work shift. Paid breaks will normally be scheduled midway between the start of the work shift and the unpaid meal period, as well as midway between the unpaid meal period and the end of the work shift.

Associates wishing to take more than a thirty (30) minute unpaid meal period will be allowed to do so as long as the supervisor approves the request prior to the unpaid meal period and the associate starts and/or stays the additional time at the beginning or end of the scheduled shift. At no time will the break(s) be combined with the unpaid meal period. Additionally no associate should be denied a break or meal period due to shortage or lack of personnel.

Associates may be required to clock in and out and meal periods. Should the management wish to require Employees to clock in and out for meal periods, they will first give the employees written notice that such policy will be in place at least 10 days before.

Section 3. **Scheduling** - Associates are responsible for working assigned schedules. The Employer is responsible for paying associates for the time spent performing assigned work, including such work that exceeds the normal schedule, is authorized by a supervisor or designee and is documented on the associate's timecard, in accordance with pay regulations and this Agreement.

Normally, basic work schedules will cover five (5) consecutive workdays for full-time associates and a final schedule, which may also reflect changes to an associate's standard work schedule, will be posted two weeks in advance. A tentative schedule, if possible, will also be posted for the following pay period. Work schedules for associates on fixed schedules need not be posted.

Associate requests for changes will be submitted, if feasible, prior to the posting of final schedules. Shift hours of associates may be changed for participation in official hearings, investigations, training, driver's tests and medical requirements for return to work from sick leave.

Employer changes in work schedules may be made in the event an associate is not able to report for a scheduled shift or other such emergent need. The supervisor will personally notify associates two (2) work days in advance, of a change in their schedules, or the associates will not be required to work the shift changed by the supervisor. Employees will be provided a copy of their work schedule upon request.

Section 4. **Reduction of Hours** - The Employer, when reducing the scheduled hours of work for regular employment category associates in a department or business unit (such as jewelry or sporting goods), will first seek volunteers. The Employer will then give consideration to reductions of scheduled hours for flexible associates, and then to part-time associates, before reducing the hours of full-time associates. Upon inquiry by the Union, the Employer will explain, the consideration that was applied in reducing the work hours within a department or a business unit.

Regular associates within each department or business unit (such as jewelry or sporting goods) working less than the maximum number of hours allowable in their respective employment

categories (as defined by Section 1 of this Article) will be considered first for additional hours if the hours are available.

When hours are reduced for regular associates within each department or business unit, associates interested in working up to their maximum hours will inform their supervisors of such in writing for consideration in the event additional hours become available for scheduling.

Section 5. Pay band associates on fixed schedules will not have their schedules revised for the sole purpose of avoiding payment of holiday premium pay.

Section 6. There is no requirement on the Employer to notify the Union of changes in hours of work as long as the associate works the same total number of hours in a pay period and/or is on a rotational shift. The Union will be notified when shift changes are effected which impacts differential pay for associates on fixed schedules.

Section 7. Transfers from shift to shift may be made on a rotational basis amongst qualified associates. Associates may trade shifts on a voluntary basis with supervisory approval.

Section 8. Reasonable time will be allowed at the end of the associate's shift, or prior to a meal period, to prepare or secure government property and equipment used to perform an associate's duty.

Section 9. In recognition of the need for the stability in Union representation, stewards shall not be subject to shift and workweek changes except as part of a regular rotational system or to meet temporary, unusual work requirements.

Section 10. If due to unusual circumstances, the associate is unable to work or cannot be reassigned while repairs are being made or power is being restored, the associate will be paid for the first half of the shift if it occurs during the first half of the scheduled workday, and the full shift if it occurs during the second half of the scheduled workday.

Section 11. When normal working conditions are too strenuous or hazardous to a pregnant associate, as supported by medical certification, she may request temporary reassignment to other available work, if qualified, in order to protect her and the unborn child's health.

Section 12. **Holiday Season** - The following procedure applies when an activity will be open for business on Thanksgiving and/or Christmas:

a. first, seek volunteers who are qualified in the respective department or business unit (such as jewelry or sporting goods) who are willing to work the holiday;

b. then, if necessary, associates who are qualified may be required to work the holiday by reverse seniority order (least to most), within the respective department or business unit.

Section 13. **Release of Associates From a Shift** - The following procedure applies when associates are released from their shifts early due to lack of work:

a. The supervisor of the department or business unit (such as jewelry or sporting goods) will solicit volunteers who are willing to work in another department or business unit, and also those volunteers who are willing to end their shift early. Associates who choose to work the remainder of their shift in another department or business unit must be qualified to perform the work and such work is available. Associates who volunteer to end their shifts early may choose to take either annual leave, if eligible and available, or authorized leave without pay.

b. If an insufficient number of associates volunteer, then flexible associates within the department or business unit will be released from their shift. These associates may choose to take either paid leave, if eligible and available, or authorized leave without pay.

c. If there continues to be an insufficient number of volunteers and/or flexible associates who have been released from their shifts, only then can regular associates, in the department or business unit, be released from their shifts. This will be accomplished by first reaching the least senior regular part-time associates needed and then the least senior regular full-time associates if all part-time associates have been reached. These associates may choose to take annual leave, if eligible and available, or authorized leave without pay. However, regular associates will not be released early from their shifts if it results in the associates being paid below the minimum hours on a weekly basis for their respective employment categories.

Section 14. **Compressed Work Schedule** - Compressed Work Schedules (CWS), such as the 4/5/9 schedule or the 4/10 schedule, may be used when establishing the basic work schedule of associates. It is intended for associates on fixed work schedules, and is not intended for associates working on the sales floor. Interested associates may inquire through their respective department supervisors regarding the feasibility of CWS participation.

ARTICLE 19 OVERTIME

Section 1. **Authorization of Overtime**

a. Associates are not allowed to work off the clock, and no work will be assigned off the clock.

b. Any overtime that is suffered and permitted by a supervisor or manager will be paid.

Section 2. **Payment of Overtime**

a. **Pay Band Associates** - Overtime will be paid at a rate of one and one-half times the regular rate of pay for hours worked in excess of eight (8) hours of actual work in a day or 40 hours of actual hours worked in a work week.

However, associates on a compressed work schedule, as described in the Work Schedules/Hours of Work Article #18, Section 14, will be paid overtime for hours actually worked beyond their normally scheduled work shift in a day, or for more than 40 hours in a work week;

b. **Craft and Trade (CT) Associates** - Public Law 92-392 applies to CT positions. This law authorizes pay at one and one-half times the regular rate of pay for these CT associates when in a paid status in excess of 40 paid hours in a work week or 8 paid hours in a day.

Section 3. It is recognized the Employer has the right to require associates to perform overtime work. However, overtime will not be used to reward or penalize associates, nor will the participation or non-participation of voluntary overtime adversely affect performance appraisal ratings.

a. **Voluntary** - The Employer agrees that overtime assignments will be distributed equitably and will normally be made from volunteers. If there are too many volunteers for a particular overtime assignment, the least senior volunteers will be excused first from the assignment.

b. **Mandatory** - In the absence of volunteers, mandatory overtime assignments will be distributed equitably starting from the associate with the least DoD NAFI seniority, and if qualified to perform the work. The Employer will attempt to accomplish its mission as quickly and safely as possible to minimize the use of excessive mandatory overtime.

The Employer will give consideration to relieving an associate of a mandatory overtime assignment if:

- (1) the associate has a valid reason, i.e. babysitting situations or care for family members who are ill;
- (2) the associate requests relief from the particular assignment including the reason(s) why;
- (3) there is another qualified associate available for the assignment.

An excusal from a mandatory assignment under these conditions does not guarantee the associate excusal from subsequent mandatory overtime assignments.

Section 4. The Employer agrees to provide the associate with three (3) work days advance notice in the assignment of planned overtime. Associates designated to work overtime on days outside of their normal work schedule will be notified no later than three (3) work days prior to starting the overtime assignment. In cases of emergency, as much advance notice as possible will be provided.

Section 5. Unplanned, unscheduled, approved overtime continuing from the regular work shift will be paid in increments of one-tenth (1/10) of an hour (6 minutes) with a minimum of two-tenths (2/10) (12 minutes).

Section 6. Associates will be given an unpaid ten (10) minute break, at the employee's discretion, to the start of any mandatory overtime. When overtime work periods are four (4) hours or more, breaks and meal periods will be provided in accordance with the Work Schedules/Hours of Work Article #18, Section 2, Breaks and Meal Periods.

Section 7. Any complaint on the assignment of overtime will be processed in accordance with the Grievance Procedures Article.

**ARTICLE 20
DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY**

Section 1. **Craft and Trade Associates**

a. **Shift Differential** - A seven and one-half percent (7 ½%) shift differential will be paid for the entire shift when the majority of work performed is after 1500 hours. A ten percent (10%) shift differential will be paid when the majority of work performed is after 2300 hours.

b. **Sunday Premium Pay** - A full-time associate scheduled to work forty (40) hours per week who regularly performs non-overtime work on Sunday is entitled to Sunday premium, twenty-five percent (25%), pay for the hours worked on Sunday. A full-time associate scheduled to work less than forty (40) hours per week and part-time associates are not eligible for Sunday premium.

c. **Holiday Premium Pay** - Refer to Article 21, Section 3, Holiday Pay.

Section 2. **Payband Associates**

Shift Differential/Sunday Pay/Holiday Premium Pay - These premium payments will be paid as stated in Section 1 (above), if it is the prevailing practice in the private sector in San Diego County, as verified during the DoD wage data collection process. The premium payments may only be discontinued upon approval by Navy Exchange Service Command. Impact and implementation negotiations between the parties will be satisfied prior to effecting changes to these types of pay.

Section 3. **Call Back** - Associates called in to work outside of, and unconnected with, their basic workday shall be guaranteed a minimum of two (2) hours of pay.

**ARTICLE 21
HOLIDAYS**

Section 1. The following are legal holidays:

New Year's Day
Martin Luther King Jr.'s Birthday/President's Day
Memorial Day/Independence Day
Labor Day/Columbus Day
Veteran's Day/Thanksgiving Day/Christmas Day
Any other day proclaimed by Federal Law or Executive Order.

Section 2. **Holiday Pay Eligibility for Craft and Trade (CT) Associates** - All eligible CT associates as described below, except those on leave without pay, will receive holiday pay (plus shift differential) if they are in a pay status for their last scheduled workday before the holiday and the next scheduled workday after the holiday.

- a. **Regular full-time (CT)** - Full-time associates will be granted holiday pay.
- b. **Regular part-time (CT)** -Part-time associates who work a minimum of five (5) days a week will be granted holiday pay. Part-time associates who work four (4) days a week or less will be granted holiday pay only if the holiday falls on a day that the associate is regularly scheduled to work.
- c. **Flexible (CT)** - Flexible associates who have been employed at least ninety (90) calendar days, or are expected to have a tour of duty that exceeds ninety (90) calendar days, are eligible for holiday pay if the holiday occurs on the associate's regularly scheduled workday.

Section 3. **Holiday Pay Eligibility for Pay Band Associates** - Holiday Premium Pay will be paid as stated above until such time that it is determined that it is no longer a prevailing practice in the San Diego County and the provisions contained in the Differential/Premium/Other Types of Pay Article are satisfied.

Section 4. **Holiday Pay** - Associates eligible for holiday pay, as defined in Sections 2 and 3, will receive holiday pay for the hours scheduled to work on the holiday. Also, associates who work the holiday will receive their hourly rate of pay for the hours actually worked on the holiday in addition to the holiday pay.

Section 5. **Holiday Observance Day** - This is a scheduled work day that is used to observe an actual holiday when the holiday falls on an associate's scheduled day off.

- a. **Regular full-time** - if the holiday falls on an associate's day off, the closest regularly scheduled work day before or after the holiday will become the observed holiday.
- b. **Regular part-time associates who work a minimum of five (5) days a week** - if the holiday falls on an associate's day off, the closest regularly scheduled work day before or after the holiday will become the observed holiday.
- c. All other associates are not entitled to a holiday observance day.

Section 6. **Religious Holidays** - It is recognized that religious holidays, for the purposes of this section, are not legal holidays as described in Section 1 of this Article. Annual leave, leave without pay or compensatory time may be granted upon request by the associate, on an established religious holiday which occurs on a regularly scheduled workday of the associate if the Employer can reasonably accommodate the request. If compensatory time is approved, it shall be on an hour for hour basis.

ARTICLE 22 ANNUAL LEAVE

Section 1. Use of accrued annual leave is a right of the associate and not a privilege. Consistent with the needs of the Employer, annual leave that is requested in advance will be approved. Requests for annual leave will promptly be approved or disapproved by the associate's supervisor. If disapproved, the supervisor will inform the associate of the reason(s) why on the back of the absence record form. The Employer may cancel such leave for increase workload

reasons. Annual leave will be earned and accrued in accordance with applicable laws and regulations.

Section 2. **Vacation Leave Schedule** - Associates will submit their choice of leave for vacation purposes of five (5) or more consecutive work days after January 1st and no later than the last day in February of each year. Upon receipt and review of associate leave requests, the Supervisor will establish and post a vacation leave schedule by March 15th of each year. Requests for annual leave of less than five (5) days will not be included in the vacation leave schedule. When requests for leave during any period exceed the number that may be granted, the supervisor will try to resolve the situation by accommodation or, if not possible, on the basis of seniority and previous grants of leave for the same period in the past year. Requests for leave during January and February must be submitted no earlier than 1 November of the proceeding year. Leave for this period, if granted, will be on a first come, first served basis.

Section 3. An associate will normally be granted a reasonable amount of annual leave or leave without pay (LWOP) in the event of a death in the immediate family.

Section 4. **Eligibility Time Period** - Annual leave will accrue at the time of hire for regular associates. However, associates must be employed for a continuous period of ninety (90) calendar days before the annual leave can be used. If the associate separates prior to the completion of ninety (90) days, no leave will be paid out. Associates separated and who have been employed longer than ninety (90) calendar days shall have their annual leave paid out less any valid indebtedness owed to the Employer.

Section 5. **Excess Leave** - Both Parties will encourage associates to use their annual leave to avoid being in a use or lose annual leave situation. Upon associates written requests, a one-time carry over of excess leave will be granted. Carry over of excess leave will also be granted if the cancellation of leave by the Exchange places the associate in a use or lose situation. Upon an associates written request, annual leave awarded by an arbitration award, which would put an associate in a use or lose situation, will be granted up to three (3) years to bring their annual leave accrual balance below the use or lose situation. Associates must bring their annual leave balance to the maximum of two-hundred-forty (240) hours. All excess annual leave not used during the leave year following the one time carry-over will be forfeited. The leave year begins with the first pay period beginning in January and ends on the last day of the final pay period that begins in December of that same year.

Section 6. The initial increment of annual leave used is one-half (1/2) hour. After the initial half-hour, annual leave will be paid in increments of one-tenth (6 minutes) of an hour.

ARTICLE 23 SICK LEAVE

Section 1. Sick leave will be earned, accrued and approved in accordance with applicable laws, regulations and this Agreement.

Section 2. Associates who request in advance may use sick leave for medical, dental and/or optical examinations or treatments. These requests for use of sick leave should be scheduled during off-duty hours. However, when this is not possible sick leave use will be granted.

Section 3. When the need for sick leave is unanticipated and illness or injury prevents the associate from reporting to work, the associate, or designee, will notify the Employer as soon as possible, but prior to the beginning of the associate's scheduled shift unless this is not possible due to the nature of the illness or injury. The Employer will provide, in writing to the associate, primary and alternate points of contact for notification purposes. When an associate will be absent for two (2) or more days on sick leave, such as for recuperation from surgery or an extended illness, and the associate sends or faxes appropriate medical certification to the Employer, the associate will not be required to call in on each day of the absence covered by the medical certification. Alternatively, with the specific approval by the associate's supervisor, the associate may bring in the medical certification when the associate returns back to work.

Section 4. In those cases where there is sufficient reason to believe that the sick leave privilege is being abused, associates will be counseled in attempt to bring about more responsible use of sick leave. The associate may be issued a letter requiring the associate to submit a medical certificate for each subsequent absence due to claimed illness. This requirement will be reviewed with the associate six (6) months from the date it is issued. If the associate has demonstrated responsible use of sick leave during the six (6) month period the letter will be removed. Otherwise it will remain in effect.

Section 5. Upon request by the associate, an approved absence which would otherwise be chargeable to sick leave may be charged to annual leave.

Section 6. Regular non-probationary associates who are unable to work due to serious illness or disability, may request advance sick leave with pay up to a maximum of thirty (30) days if all current sick and annual leave has been exhausted.

Section 7. Unless submitted prior to an absence, associates will submit an Absence Record, SS241, to their supervisor immediately upon return to work. The minimum charge to sick leave for any absence is one-half of an hour.

Section 8. The Agency may require a medical certificate or other administratively acceptable evidence as to the reason for the absence for any other purposes described in 5 C.F.R. 630.405 for an absence in excess of 3 workdays, or for a lesser period when the agency determines it necessary.

Section 9. Family Friendly Leave/Sick leave may be used in accordance with the Navy Exchange Service Command Leave Policy.

ARTICLE 24 LEAVE WITHOUT PAY

Section 1. Leave without pay is a temporary non-pay status and absence from duty that has been requested by the associate and approved in advance by the Employer.

Section 2. The following regular associates are entitled to take leave without pay for the following purposes:

(1) A disabled veteran for medical treatment upon presentation of an official statement from a duly constituted medical authority when medical treatment is required.

(2) A military reservist or national guard person for the period required to perform active duty for training if there is no entitlement to military leave or military leave has been exhausted.

Section 3. Upon request by associates, except when they are receiving workers compensation benefits, leave without pay may be granted in lieu of annual or sick leave.

Section 4. The Employer may grant leave without pay for one (1) month for each year of service up to a maximum of six (6) months when the associate's annual and sick leave have been exhausted and there is reasonable medical assurance the associate can and will return to work with the Employer at the end of the leave period. However, at no time will the minimum length of such absence be less than what an associate may be entitled to under the Family Medical Leave Act as outlined in the Family Medical Leave Article.

Section 5. Upon return from authorized leave without pay, associates will be restored to their original position or equivalent position with equivalent pay, employment category and without loss in seniority.

ARTICLE 25 OTHER PAID LEAVE

Section 1. Other paid leave includes Administrative Leave, Court Leave, and Military Leave. These are excused absences without loss of pay and without charge to an associate's accrued leave.

Section 2. **Administrative Leave** - may be granted for the following purposes:

- a. regular associates voting in government elections if the associate is unable to do so before or after working hours;
- b. for brief periods of absence or tardiness due to circumstances beyond the associate's control;
- c. regular associates donating blood and the necessary time for travel and recuperation;
- d. when operations are interrupted by extreme weather conditions, serious interruption to public transportation services, or disasters such as fire, flood or other natural phenomena;
- e. to obtain medical services required by the Employer; or
- f. for the initial examination or emergency treatment by a physician or medical facility for an on the job injury.

Section 3. **Court Leave** - Associates are to provide the Employer with a copy of the jury summons prior to reporting to jury duty. Regular associates are entitled to their regular pay, court

provided transportation fees, or all court fees instead of regular pay. Those associates who elect their regular pay must submit all court fees excluding transportation fees to the Employer.

Regular associates serving on jury duty will have their work schedule adjusted to a Monday through Friday workweek to coincide with court hours. Any associate excused from court while on jury duty, is to return to work if there are two (2) or more hours remaining on the scheduled work shift.

Section 4. **Military Leave** - will be granted in accordance with applicable regulations to regular associates who are issued official orders and are members of a Reserve Component of the Armed Forces or National Guard for the purpose of providing military aid to enforce the law.

Section 5. **Birthdays** – If an associate desires to take annual leave (if available) or leave without pay on his or her birthday, consideration will be given by the associate’s supervisor to approving the leave if the leave request is submitted by the associate in a timely manner.

ARTICLE 26 FAMILY MEDICAL LEAVE

Section 1. Eligible associates who have completed at least twelve (12) months of service may use up to twelve (12) weeks of leave during a twelve (12) month period for one or more of the following reasons;

- a. birth and care of a newborn within one (1) year of birth.
- b. placement of a child with associates for adoption or foster care within one (1) year after placement.
- c. care for a spouse, son, daughter, or parent with a serious health condition.
- d. serious health condition of the associates’ that makes them unable to perform the duties of their positions.

Section 2. Sick and annual leave can be used by eligible associates under the same conditions that such leave is normally provided. Otherwise, the associates will be placed in an authorized leave without pay status.

Section 3. Associates will apply for Family Medical Leave as far in advance as possible. This request shall include the type(s) of leave (annual, sick, and/or leave without pay) desired, approximate dates, and anticipated duration. Application forms are available in the Human Resources Office. Appropriate certification will accompany the application form.

Section 4. Upon return from leave, eligible associates must be restored to their original position or equivalent position with equivalent pay, benefits or employment terms.

Section 5. Provisions of this Article and administration of Family Medical Leave will be carried out consistent with the Family Medical Leave Act and appropriate regulations, as amended or changed.

ARTICLE 27 LEAVE SHARING

Section 1. **Purpose and Eligibility** - To provide an avenue for regular associates who have exhausted their leave balances, who have been in their employment category at least ninety (90) calendar days, and who have a medical or family emergency situation to receive donated annual leave hours from other associates.

Section 2. Associates may apply for leave donations that may be used immediately upon exhaustion of annual, and in the case of a personal medical emergency, sick leave balances.

Applications to become leave recipients will be processed expeditiously. Applications may be obtained at the Human Resources Office.

Section 3. Leave Sharing procedures, including restoration of unused donated leave to leave donors, are provided in the Navy Exchange Human Resources Policy Manual except for the provisions contained in this Collective Bargaining Agreement.

ARTICLE 28 JOB DESCRIPTIONS

Section 1. Upon initial assignment the Employer agrees to furnish each associate with a current job description. If the job description is revised, the associate will be provided a copy.

Section 2. The Employer retains the right to change an associate's job description. Prior to change, the associate and the Union will be advised of the pending change and the reason for it. The associate will not be held to the standards of the new description until receipt of the changes.

Section 3. Job descriptions shall define the general duties and responsibilities of a given position. The job description does not prescribe every duty the associate will be expected to perform, it describes major duties and responsibilities. Job descriptions are used primarily to establish a proper job title/series pay grade/band and in no way limits management's right of assignment. Associates performing duties not covered in the job description for fifteen percent (15%) of the time worked for sixty (60) calendar days or more on a regular and recurring basis will bring it to the attention of their supervisor for consideration of amendment of the job description.

Section 4. **Classification Complaints for Craft and Trade Associates** - If an associate believes that a job description is not accurate, the associate may discuss this with the supervisor and if necessary file a grievance. Further, if an associate feels that his/her description is not proper in grade, title, or series, the associate or designated representative may file a job classification appeal in accordance with applicable regulations.

Section 5. **Classification Complaints for Pay Band Associates** - Associates may grieve a classification action in accordance with the Negotiated Grievance Procedure if it results in a change to a lower pay band or pay reduction. The administrative grievance procedure for classification complaints may be used for classification actions that do not result in a change to a lower pay and or reduction in pay.

ARTICLE 29
ASSOCIATE'S PERSONNEL JACKET

Section 1. A personnel jacket will be maintained for each associate to include required and essential information.

Section 2. Associates may inspect their own personnel jacket on official time upon request to the Human Resources Office. A Union representative may also review the contents of an associate's personnel jacket unless otherwise prohibited by law or regulation, when so authorized in writing by the associate.

Section 3. Associates, or their representatives when designated in writing, may request copies of documents contained in their personnel jackets unless otherwise prohibited by law or regulation. Any expenses incurred in the supplying of this information will be in accordance with applicable directives.

ARTICLE 30
PERFORMANCE APPRAISAL

Section 1. The performance appraisal system is designed to be a commitment between the associate and the supervisor. This commitment requires the Employer to maintain a performance appraisal system that is applied in a fair, objective, and job-related manner. The standard utilized by the Employer is the method required to allow the associate to know what is average performance and that performance which exceeds or fails to meet acceptable standards. The rating period will normally be a period of one year in length.

Section 2. After completion of the rating period a performance rating will be completed, reviewed and issued to the associate within thirty (30) calendar days. The supervisor will explain the rewards for higher than average performance and the consequences for less than average performance. The associate's signature on the work performance review does not signify agreement with the supervisor's comments but only reflects that the contents of the review have been discussed with the associate and the associate has received a copy.

Section 3. At any time a supervisor determines an associate is not performing at an acceptable level, the supervisor will provide written counseling prior to issuing a letter of caution for unsatisfactory work performance. The purpose of the letter is to assist the associate in bringing performance up to an acceptable (average) level. This letter will specifically identify those areas where performance is not acceptable and what the associate needs to do in order to bring performance up to an acceptable (average) level. Further, the associate will be advised that continued performance at less than an acceptable level may result in demotion or removal from the job. The trial period will be for a minimum of forty-five (45) calendar days. At the end of the trial period, the associate shall be advised in writing as to whether their performance has improved to an adequate level or whether other action is warranted. This notice will be given to the associate within fourteen (14) calendar days after completion of the trial period.

Section 4. If the Employer considers it necessary to effect a demotion or removal from the job, such action entitles the associate to the provisions contained in the Disciplinary Action Article, #36.

Section 5. Leave taken under provisions of Family Medical Leave Act (FMLA), or for prolonged absences may not impact dependability on performance ratings.

ARTICLE 31 TRAINING AND DEVELOPMENT

Section 1. The Employer and the Union agree the training and development of associates within the Unit is a matter of primary importance to the Parties. Associates, the Employer and the Union shall seek to maximize training and development. The Employer agrees to develop and maintain effective policies and programs designed to:

- a. aid associates in improving their performance in their current positions, and
- b. provide career and advancement opportunity within the activity.

Section 2. The Employer and the Union recognize each associate is responsible for applying reasonable effort, time, and initiative in increasing their potential value through self-development and training. The Parties agree to encourage associates to take advantage of training and educational opportunities that will add to the skills and qualifications needed to increase individual proficiency and efficiency. Since participation depends on access to information, dissemination of courses offered by the government and/or educational institutions will be made available in the Human Resources Office. Associates should be encouraged to develop a personal plan for career self-development, and should seek counseling and advice from the responsible representative of the Employer.

Section 3. Eligibility for financial aid under the Educational Assistance program is subject to the following requirements:

- a. the associate must attend courses at a learning institution, Government agency or trade association which are directly related to the associate's present job in the Exchange System or to specific additional responsibilities which the associate can be expected to assume within the following year. Normally, for tuition assistance, courses given by colleges should be attended by the associate at times other than the normal working hours.
- b. associates will submit written requests to their immediate supervisor for approval, prior to registering for any course. The associate must furnish to the Human Resources Office a certification of course completion.

Section 4. The Employer agrees that, when an associate is reassigned, sufficient training will be provided to the associate.

Section 5. When provided by the associate, copies of training completed by the associate will be filed in the associate's personnel jacket.

Section 6. The Employer agrees to provide appropriate training for upward mobility positions according to its needs and to provide associates with information about such training.

Section 7. The Parties recognize the Employer's right to assign duties in accordance with Part 7106 of Title VII of the Civil Service Reform Act (CSRA) and that the types of duties assigned to

associates may contribute to associate development. Therefore, supervisors will make assignments based on Agency needs but will make reasonable efforts to be fair and equitable in this regard.

Section 8. Indoctrination training will be given by the Employer to new associates on policies and regulations affecting associates' jobs, as well as imparting information mutually helpful to the associates and the Exchange.

Section 9. It is the policy of the Employer to provide cash handling training to all newly employed personnel assigned to positions involving cash handling. Refresher cash handling training will be provided as required. All cash handling policies will be in writing.

Section 10. The Employer and the Union recognize the need to provide quality customer service to both our internal and external customers. The Employer will provide customer service training.

ARTICLE 32 HEALTH AND SAFETY

Section 1. The Employer agrees to provide and maintain safe and sanitary working conditions for all Unit associates. Occupational Safety and Health Act (OSHA) standards and Navy Health and Safety policies will be followed in implementing the Activity safety program. The Union agrees to encourage all associates to work in a safe manner and obey established safety practices. When scheduled safety inspections are conducted, the Union will be notified in a reasonable period of time in order to afford it an opportunity to participate in the inspections and present its views.

Section 2. When an associate believes there may be an unsafe or unhealthy working condition, the associate will notify the supervisor of the problem and the supervisor will then advise the associate to cease or continue working.

Section 3. Associates assigned to work twenty (20) or more hours at a video display terminal (VDT) in any work week shall be provided information in writing about the known hazards and possible symptoms of such work by the Employer.

a. Any VDT operator suffering eye problems will be granted an administrative absence, not to exceed three (3) hours, in order to obtain an appropriate eye examination at the associate's expense. The results of the eye exam will be provided to the first line supervisor.

b. The Employer shall provide ergonomic work stations and chairs. If these items are not presently available for all associates, future replacements will include ergonomic requirements.

c. The Employer shall provide a copy holder which can be adjusted by the user in position and angle when requested by the operator.

d. Glare shields will be provided to operators upon request.

e. Noise levels from printers will not exceed OSHA standards.

f. Operators will not be required to work at a terminal continuously for more than three (3) hours without a break or meal period.

g. Where possible and upon request, the VDT will be placed at eye level.

Section 4. The Employer agrees to develop procedures to assure all associates with disabilities are provided appropriate assistance to evacuate the building in case of emergency.

Section 5. The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the work performed, where possible.

Section 6. The Employer will attempt to provide adequate elevators, escalators, stairs or similar service consistent with industry-wide standards for the nature of the process and the work performed.

Section 7. For safety reasons, the Employer will assure that, for associates working in isolated work areas where no other person(s) is/are present, a periodic check is made.

Section 8. Associates who are assigned to an occupation or duty potentially hazardous to the associate's health will be given periodic medical examinations without cost to the associate. Occupations or duties designated as potential hazards and the frequency and types of examinations required are listed in the current Department of Navy Instructions.

Section 9. It is recognized that the handling of hazardous material requires special training; therefore, hazardous material training will be provided as per regulations.

ARTICLE 33 WORKERS' COMPENSATION

Section 1. The Employer agrees to comply with the provisions of the Longshoremen and Harbor Workers' Compensation Act and this Article when an associate(s) incurs an on the job/work related illness or injury. The Employer will post summary information concerning workers' compensation benefits and procedures so that all associates may readily find out what their responsibilities are, and what the Employer's duties are and what benefits are available.

Section 2. An associate will immediately report or notify the Employer of an on the job/work related illness or injury. The Employer will ensure that an accident report form(s) is promptly completed. When available, initial contact must be provided by a Navy medical facility. However, the associate is entitled to qualified, local medical treatment of his/her own choosing. When travel is necessary to receive medical care, the associate will be furnished transportation and/or reimbursed for travel expenses. The associate will be informed of reporting procedures and his/her right to file a claim for benefits under workers' compensation law and provide the forms in a timely manner that will allow for the associate to file the claim in a timely manner.

Section 3. An associate's absence due to work connected illness or injury will initially be charged against sick, annual or leave without pay. The associate will reimburse the Exchange for sick or annual leave used, which will be re-credited to the associate's leave record upon receipt of compensation benefits. Associates will be placed in a leave without pay status if they notify the

Employer within the same pay period of the injury, in writing, that they do not desire their compensation benefits to be supplemented by sick or annual leave.

Section 4. It is agreed that associates will not be terminated due to an illness or job connected injury while awaiting approval or receiving compensation benefits, when there is a medical prognosis that the associate will return to work within a reasonable time, not to exceed one (1) year when in an authorized leave without pay status.

Section 5. Associates and/or their designated representative will be permitted to review and obtain copies of all documents relating to the associate's claim.

Section 6. Associates who do not qualify for workers' compensation benefits and who meet eligibility requirements, may apply for Short and/or Long Term Disability benefits. They may not simultaneously receive workers' compensation and disability benefits for the same injury or illness.

ARTICLE 34 CONTRACTING OUT

Section 1. In order to afford the Union opportunity to provide input to contracting out decisions the Employer will:

- a. formally notify the Union in writing thirty (30) days in advance of any decision to contract out bargaining unit work or identical work performed by bargaining unit associates if it could result in an adverse impact of a bargaining unit associate; and
- b. provide a full explanation for the proposed action.

The Union is entitled to meet with the Employer and/or file written comments within fifteen (15) calendar days.

Section 2. The Union will be provided one (1) copy of the current organization and one (1) copy of the economic analysis when it becomes available.

Section 3. The Union may invoke its right to impact bargaining if a decision to contract out adversely affects bargaining unit associates.

Section 4. The Employer recognizes that applicable regulations prohibit bargaining unit associates from being supervised by contractor personnel.

Section 5. The "right of first refusal" will be included in the request for proposals sent to bidders. This will allow opportunity for displaced associates to be considered for placement by the contractor if the contractor has a need to hire.

Section 6. Contracting out will be done in accordance with appropriate regulations.

ARTICLE 35
BUSINESS BASED ACTIONS

Section 1. A business-based action (BBA) is a reduction in employment category or pay rate, a furlough of a regular associate for eight (8) calendar days or more, or separation action initiated by management for non-disciplinary reasons. BBAs are used to adjust human resources in response to changes in business revenue, budget, workload, organization or mission. They are not used to address performance or conduct deficiencies.

Section 2. **Union Notification** - Prior to the decision to conduct a BBA, except for unforeseen circumstances, the Employer will advise the Union in writing of the contemplated action, the reasons for it and, when available, the departments, the number of associates affected and their names. The Union will be allowed to provide input for consideration. If it is decided to conduct a BBA, the Union will be afforded opportunity to negotiate impact and implementation., in accordance with the Matters Appropriate for Negotiation Article 6. Normally initial notification will be provided to the Union at least sixty (60) calendar days prior to a possible BBA becoming effective in cases of separating BBAs and fourteen (14) calendar days for all other types of BBAs.

Section 3. **Separating BBAs** - Separating BBAs will not be issued or effected during the period 15 December through 3 January.

a. **Associates Ranking and Notification** - Associates affected by BBAs will be identified after an objective, fair, and equitable ranking from among associates in the same employment category by job title, series, and grade/band within the same competitive area (local activity).

Once identified, the Employer will provide regular, non-probationary associates affected by the BBA, written notice not less than thirty (30) calendar days prior to the effective date of the BBA. The Employer will also provide identified flexible associates (with three (3) years or more of continuous service) affected by the BBA, written notice not less than seven (7) calendar days prior to the effective date of the BBA. The Employer will also provide identified probationary and flexible associates (with less than three (3) years of continuous service) affected by the BBA, written notice not less than three (3) calendar days from the effective date of the BBA.

b. **Order of Release** - Associates affected by a BBA within a particular job title, series, and grade/band will be released in the following order:

(1) flexible associates (with less than three (3) years of continuous service) and probationary associates;

(2) associates whose current work performance rating on record is less than satisfactory and/or who have been issued a final letter of removal/demotion for unsatisfactory work performance;

(3) flexible associates (with three (3) years or more continuous service) in reverse seniority order;

- and
- (4) regular non-probationary, part-time associates in reverse seniority order;
 - (5) regular non-probationary, full-time associates in reverse seniority order.

c. **Contents of Notification** - Notification to regular, non-probationary associates will include and/or identify the description of the BBA, effective date and reason for it, the associate's job title, series and grade/band, applicable saved pay and benefit entitlements, adjusted service date information, retention group, rights to review retention registers, and if applicable, severance pay and reversion rights, placement on the re-employment priority list (RPL) and available transition services including the use of administrative time that is available for those services.

Regular, non-probationary associates who are separated and placed on an RPL will be considered on a priority basis for other regular vacancies at activities covered by this Agreement within the local commuting area for jobs that are available, are at the same or lower grade/band than the grades/bands they were upon release, and that they are qualified to perform.

In addition to the RPL, regular associates will have priority consideration/priority placement for twelve (12) months from the date separated as follows: Associates have priority consideration for all positions for which they are qualified in the band/grade from which released, if available, first at the local activity the associate is being released from, and then other local commuting area Navy Exchange activities. Associates have priority placement for twelve (12) months, for all vacant positions in the next lower band/grade for which qualified, first at the local activity the associate is being released from, and then other local commuting area Navy Exchange activities. If there are still no available positions, the same process will be followed for each subsequent lower band/grade. If multiple vacancies are available at a lower band/grade level that the associate is qualified for, the associate will be placed in the vacancy that most closely aligns the associates employment category, and the associate's knowledge, skills and abilities.

d. **Severance Pay** - Regular, non-probationary associates who have completed at least twelve (12) months of regular service with one or more DoD NAFI are eligible to receive severance pay equal to one (1) week of basic pay, subject to exceptions outlined in regulations, for each full year of regular service for the first ten (10) years and two (2) weeks of basic pay for each full year of regular service after the first ten (10) years. The maximum amount of severance an associate may receive is fifty-two (52) weeks. Severance pay will be based on the number of hours regularly scheduled to be worked during a week and the rate received immediately before the separation.

e. **Service Rating Credit** - For BBA purposes, associates' seniority is determined by their service date adjusted for performance rating credit. The procedure to adjust for work performance rating credit is:

If last 2 annual performance ratings are:	Amount of actual service to be added for each combination:
O/O	100%
O/EE or EE/O	50%
EE/EE	25%
FS/O* and FS/EE*	10%

* In order for an associate to receive 10%, the Outstanding or Exceeds Expectations rating must be the more current rating.

f. **Reversion Rights** - Regular, non-probationary associates are eligible to revert to their last previously held position within the local activity provided the position is encumbered, the grade/band of that previous position is not now higher than the one which the associate is being separated, the associate's adjusted service date is earlier than that of the associate to be displaced, the associate is qualified to perform the duties of the position, the associate has not refused a job offer of the same grade/band, category and salary, and the associate exercises his/her reversion right within five (5) calendar days of notification.

If both regular full-time and regular part-time, non-probationary associates are impacted by a BBA, the regular full-time associates will be considered first for reversion right eligibility.

Flexible associates do not have reversion rights.

g. **Craft and Trade (CT) Grade and Pay Retention** - CT grade and pay retention procedures are described in the Human Resources Manual.

h. **Pay Band Grade and Pay Retention** – Pay band associates who elect to exercise reversion rights or are placed in a position in a lower pay range/band/grade will retain their current rate of pay for twelve (12) months from the effective date of reversion or placement. After expiration of the saved pay, the associate's rate of pay will be adjusted as follows: The associate's rate of pay will be reduced by twenty per cent (20%) or brought to the maximum of the band, whichever is less.

Section 4. Separation for Extended Illness BBAs

a. **Associate Notification** - Associates who are separated due to extended illness will be provided thirty (30) calendar days advance notice. The notice will include the reasons for the action and the associate's right to grieve in accordance with the Grievance Procedure Article.

Section 5. Reduction in Category and/or Pay BBAs

a. **Associate Notification** - Associates affected by a reduction in category and/or pay BBAs will be notified a minimum of fourteen (14) calendar days in advance of the effective date of the action. The notice will include the reasons for the action and the associate's right to grieve in accordance with the Grievance Procedure Article.

Section 6. Furlough of Eight (8) Calendar Days or More BBAs

a. **Associate Notification** - Associates affected by a furlough of eight (8) calendar days or more will normally be notified a minimum of seven (7) calendar days in advance of the effective date. In cases of unforeseen circumstances associates will be provided as much advance notice as possible. The notice will include the associate's right to grieve the action in accordance with the Grievance Procedure Article.

b. **Call-Back** - The Employer will call-back associates by the inverse order of seniority in which they were released based on job title, series, grade/band and the needs of the department.

Section 7. Associates who have either reverted to or have been placed in lower graded/banded positions may be non-competitively placed within a two (2) year period after the effective date of a BBA, to positions up to their original grade/band level, using the procedures outlined in Section 4 of the Promotions and Placements Article.

ARTICLE 36 DISCIPLINARY ACTIONS

Section 1. It is mutually recognized that, based on the infraction(s) involved, disciplinary actions and the penalties imposed or assigned will be that which is necessary to correct associates and maintain discipline and morale, in accordance with regulations.

Section 2. Actions which may be taken for disciplinary purposes (which are grievable) are written reprimands, reassignment, demotion, reduction in pay, suspensions without pay and termination, in accordance with CFR regulations for just cause.

Section 3. An associate may be placed on emergency suspension without pay pending disciplinary action, when retention of the associate might result in damage to or loss of property or funds, or might be injurious to the associate or others or when there are justifiable reasons to believe that the associate is guilty of a crime for which a prison sentence may be imposed.

Section 4. Two copies of all disciplinary letters will be provided to the associate in order to provide a copy to the Union, if desired.

Section 5. The standard of proof in deciding disciplinary actions and any grievance thereof shall be substantial evidence. Substantial evidence is defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

Section 6. Adverse Actions

a. **Definition** – Disciplinary, adverse actions are defined as terminations, demotions, reduction in pay and suspensions of more than thirty (30) calendar days.

b. **Procedures** - Unit associates against whom adverse disciplinary actions are proposed are entitled to:

(1) thirty (30) calendar days advance written notice of the proposed action outlining specifically and in detail the charge(s) and evidence to support such;

(2) ten (10) calendar days to reply in writing to the proposed action;

(3) represented by the Union or other representative;

and

(4) a written decision issued within ten (10) calendar days following receipt of the reply. If there is no response, a written decision explaining in detail the charge(s) and evidence supporting such, will be rendered within twenty (20) calendar days.

Section 7. Non-Adverse Actions

a. **Definition** - Non-adverse disciplinary actions are defined as written reprimands and suspensions of thirty (30) calendar days or less.

b. **Procedures** - Unit associates against whom non-adverse disciplinary actions are taken are entitled to:

(1) a written decision outlining specifically and in detail the charge(s) and evidence to support such, and the penalty. An associate may grieve the written decision in accordance with the Grievance Procedure Article.

Section 8. When the Union is designated as the representative in disciplinary actions, the associate will furnish to the Employer, in writing, the name and the address of the person to whom all copies of correspondence will be mailed. If distance and time are factors in the authorization, the authorization may be furnished in any manner available to be confirmed in writing after the fact.

Section 9. If the associate elects not to be represented by the Union, correspondence will be addressed to the associate and it will remain the associate's prerogative as what is to be done.

Section 10. Disciplinary actions will be taken in a timely manner following the alleged offense, or when the Employer first had knowledge of the offense.

Section 11. In disciplinary actions requiring advance notice, the deciding official will be at a higher level within the chain of command than the proposing official.

Section 12. The same level of evidence and procedures used for disciplinary actions, as described above, will also be used in issuing any discipline to an associate that result from a customer complaint.

**ARTICLE 37
ALTERNATIVE DISPUTE RESOLUTION**

Section 1. The purpose of the alternative dispute resolution (ADR) process, which is strictly voluntary and is not required to be used, is to settle disagreements using methods other than the traditional methods of dispute resolution. It is a supplement, but not a substitute, for the negotiated grievance procedure. ADR emphasizes cooperation identifying underlying interests as a means of conflict and affords the parties an opportunity to discover common ground and a solution, which is satisfactory to all Parties.

Section 2. The Parties agree that the intent of how ADR is applied in this agreement is in an informal, expedient, and cost effective manner that is not encumbered with detailed instructions, policies and/or procedures. Rather, it is to be employed in an informal basis allowing the Parties an opportunity to reach resolution, when possible, more quickly.

Section 3. It is understood that not all grievable situations are suitable for ADR, such as termination offenses, and the use of the ADR process is voluntary. Use of the ADR process does not void the associate's grievance rights under the Grievance Procedure Article (time limits under the Grievance Procedures will be suspended while participating in the ADR process).

Section 4. Prior to entering the negotiated grievance procedure, the Parties involved in a dispute may suggest ADR be used to solve the disagreement. If all of the Parties (Employer, Union and, if applicable, the associate(s)) agree to enter into ADR, they will meet to work through the informal process. If satisfactory results are not achieved using ADR, the negotiated grievance procedure may be used. Any of the Parties may end the ADR process at any time after it has begun.

ARTICLE 38 GRIEVANCE PROCEDURES

Section 1. This grievance procedure between the Employer and the Union will provide a procedure, applicable only to the Employer, the Union, and the associates in the Unit, for the consideration and processing of grievances over the interpretation or application of this Agreement. This negotiated procedure will be the exclusive procedure available to the parties and associates in the Unit for resolving such grievances.

Section 2. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The initiation or representation of a grievance by anyone will not cause any reflection on an associate's standing, performance, or loyalty to the Employer.

Section 3. The grievance procedure shall exclude any grievance concerning, or which includes, any of the following:

- a. any claimed violation of Subchapter III of Chapter 73 of 5 U.S.C. (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under 5 U.S.C. Section 7532 (National Security);
- d. any examination, certification, or appointment;
or
- e. the classification of any position; and
- f. non-selection from a properly ranked selection list.

Section 4. Any associate or group of associates in the Unit may present grievances to the Employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present. Grievances submitted by the Union, associate or other designated representative, will be processed by the steps that follow in section 5.

Section 5. The following procedures apply to all eligible associates of the Unit and the Parties:

a. **Procedure for Non-Disciplinary Actions.** This procedure has an informal step and two formal steps as follows:

Informal Step - A written grievance will be presented to the designated official as per the Non-Disciplinary Chart below, who will meet with the associate in an attempt to resolve it. The associate may, upon request, be represented by the Union. The designated official shall furnish the associate a written decision no later than fourteen (14) calendar days after the date of receipt. Associates will not be discouraged from carrying the issue to the next step if it is unresolved.

Step 1 - If a satisfactory settlement is not reached at the informal step, the associate may elect to pursue a grievance to the Step 1 designated official as per the Non-Disciplinary Chart below by providing a copy of the original grievance and response, along with any other relevant information, within fourteen (14) calendar days following the Informal Step reply. The grievance will contain details of the complaint, the specific provision(s) of this Agreement allegedly violated or misinterpreted, if applicable, and the corrective action desired. A written decision by the Step 1 designated official will be given within fourteen (14) calendar days following receipt of the grievance.

Step 2 - If the issue has not been satisfactorily resolved at the Step 1 level, the grievance may be raised, in writing, within fourteen (14) calendar days of receipt of the Step 1 reply to the Step 2 designated official as per the Non-Disciplinary Chart below. A decision will be rendered within fourteen (14) calendar days after receipt of the grievance by the Step 2 designated official. If the associate is not satisfied with the decision, the Union may request arbitration in accordance with the Arbitration Article.

NON-DISCIPLINARY ACTIONS DESIGNATED OFFICIALS

DESIGNATED OFFICIAL	Navy Exchange	WCDC Chino	NEX West Coast Office
Informal Step	Immediate Supervisor	Immediate Supervisor	First Line Supervisor
Step 1	Second Line Supervisor	Second Line Supervisor	Second Line Supervisor
Step 2	General Manager	Director WCDC	Department Manager

b. **Formal Procedure for Disciplinary Actions.** This procedure has a two step process as follows:

Step 1 - A written grievance of the disciplinary action will be presented to the Step 1 designated official as per the Disciplinary Chart below within fourteen (14) calendar days after receipt of the notice of decision. The written grievance will contain the details of the complaint, and the corrective action desired. A written decision by the Step 1 designated official will be provided within fourteen (14) calendar days following the receipt of the grievance.

If the deciding official of the notice of decision is the Step 1 designated official, and the associate, Union or other designated representative responded to the advance notice, and if there is no

additional information relevant to the disciplinary action to be brought forth in the grievance, Step 1 of this procedure may be bypassed and the grievance elevated directly to Step 2 as per the Disciplinary Chart below.

Step 2 - If the issue has not been satisfactorily resolved at the Step 1 level, the grievance may be raised within fourteen (14) calendar days to the Step 2 designated official with a copy to the Step 1 designated official. The Step 2 designated official will render a decision within fourteen (14) calendar days after receipt of the grievance. If the associate is not satisfied with the decision, the Union may request arbitration in accordance with the Arbitration Article.

DISCIPLINARY ACTIONS DESIGNATED OFFICIALS

DESIGNATED OFFICIAL	Navy Exchange	WCDC Chino	NEX West Coast Office
Step 1	General Manager	Second Line Supervisor	Second Line Supervisor
Step 2	District Manager	Director WCDC	Department Manager

Section 6. Questions of Grievability - In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance in the written answer to Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 7. Any grievance not taken up with the associate’s immediate supervisor within twenty-one (21) calendar days after the occurrence of the matter out of which the grievance arose, or the associate first became aware, will not be presented nor considered at a later date. Extensions may be mutually agreed upon to resolve unusual cases.

Section 8. Failure of the Employer to observe time limits for any step of the grievance procedure will entitle the associate, Union, or designated representative to advance the grievance to the next step. Failure of the associate or representative to further process a grievance within the time limits provided herein will constitute withdrawal and termination of the grievance.

Section 9. The Parties will, 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 10. When more than one associate has an identical grievance, the Parties will select an individual case for processing under this negotiated grievance procedure. The final decision of the selected case will be binding on the other cases.

**ARTICLE 39
ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance arising under the Grievance Procedure Article, the unresolved issue(s) in the grievance will be set forth in writing to the other party by the party requesting arbitration. A written notice requesting arbitration must

be served to the other party not later than thirty (30) calendar days from the conclusion of the last step of the grievance procedure. Arbitration may be invoked only by the Employer or the Union.

Section 2. Within ten (10) calendar days from the date of receipt of the arbitration request, the Parties will meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then the party Seeking Arbitration may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial individuals qualified to act as arbitrators. If the request is not submitted to the FMCS within seven (7) calendar days of the date the parties were unsuccessful in their attempt to select an arbitrator, the grievance will be deemed to be abandoned with prejudice. The Parties will meet within seven (7) calendar days after receipt of such list. If the Parties cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and will repeat this procedure. The last remaining name will be the duly selected arbitrator. If the moving party refuses, delays, or fails to participate in the selection process within the aforementioned time frame, the grievance will be considered terminated and withdrawn with prejudice. If the non-moving party refuses, delays, or fails to participate in the selection process within the aforementioned timeframe after the request to the FMCS for a list of arbitrators has been made, that party shall bear the full cost of the arbitrator.

Section 3. The fee and the expense of this arbitration will be borne equally by the Employer and the Union. The cost of the list of arbitrators from the FMCS (if a fee is involved) will be shared by the Parties. The arbitration hearing will be held during the regular day shift work hours of the basic work week of Monday through Friday, and the Unit associate representative, the grievant and the unit associate witnesses will suffer no loss of pay or annual leave because of arbitration proceedings participation. If the party who the grievance is filed against does not request an extension of the time limit regarding the final step of a grievance, does not issue a decision within the time limit, or within the mutually extended time limit, and does not grant the remedy requested, it shall pay all costs of the arbitration.

Section 4. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost of the transcript will be shared by the parties. If only one party wants an official transcript, or recording, the requesting party will pay for the cost of the transcript of recording and no copy will be made available to the other party, nor will the arbitrator provide a copy to the other party.

Section 5. If the question of grievability or arbitrability has been raised by either party, and the question has not been resolved, the arbitrator will be requested to rule on that question as a threshold issue prior to considering the merits of the case.

Section 6. The Parties will meet prior to arbitration in an attempt to stipulate the issue(s) and determine joint exhibits. If they fail to agree to joint stipulation of the issue(s) each will submit their issue(s) separately. The arbitrator then will define the issue(s) to be arbitrated.

Section 7. The arbitrator will be requested by the Parties to render the decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearings, unless the Parties agree otherwise. The arbitrator may neither interpret nor change the Department of Navy or higher authority regulations or policy. An arbitrator will not change, modify, alter, delete, or add to provisions of the Agreement; such right is a prerogative of the Parties only.

Section 8. The arbitrator's decision will be final and binding. The provisions of 5 U.S.C. 7122, however, apply. If either party takes exception to the decision, it shall, within thirty (30) calendar days of the arbitrator's decision, notify the other party in writing of its intent to appeal the decision to the appropriate authority. In the absence of such written notification, the award will stand.

Section 9. Any dispute over the application of the arbitrator's award(s) will be returned to the arbitrator for clarification.

Section 10. The time limits under this article may be extended by mutual agreement without being considered a delay.

ARTICLE 40 UNFAIR LABOR PRACTICES

Section 1. Prior to filing an Unfair Labor Practice (ULP) charge, the charging party will inform the other party in an attempt to resolve the matter within fifteen (15) calendar days. The attempt to resolve the matter shall include a meeting between the Parties to address the issue, or, as appropriate, telephone calls, e-mails, facsimiles or other written correspondence.

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

ARTICLE 41 ASSOCIATE ASSISTANCE PROGRAM

Section 1. The Associate Assistance Program recognizes that associates may need assistance in resolving personal and/or work problems that are confidential in nature while maintaining a productive work force.

Section 2. The Employer and associates will keep associates' participation and/or treatment in the Associate Assistance Program confidential and will not discuss such with other associates.

Section 3. To assist associates in this area, the Employer will attempt to provide a free, confidential program with qualified counselors. Associates may contact the counselors directly without referral, by calling for the referral number from the Human Resources Office or the Union Office.

Section 4. Supervisors may refer an associate because of performance or conduct on the job .

Section 5. The Union may designate a representative who monitors the program and disseminates information on availability of counseling and rehabilitation programs in the community.

Section 6. Availability of confidential counseling and the Associate Assistance Program will be posted annually by the Employer on official bulletin boards.

ARTICLE 42 VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. An associate may make a voluntary allotment for payment of Union dues by completing Standard Form #1187 (SF #1187) and submitting it to the associate's Human Resources Office via the Union representative. The allotment will be effective the first full pay period after SF #1187 has been received in the Human Resources Office.

Section 2. The Union is responsible for procuring SF #1187, distributing the form to its members, certifying to amount of the dues, delivering completed forms to the Human Resources Office and educating its members on the program for allotment and payment of dues, its voluntary nature and the uses and availability of SF #1187.

Section 3. An allotment shall be terminated when the associate leaves the unit as a result of resignation, retirement, (or other separation from the rolls of the activity), or other personnel action (except temporary promotion or assignment); when dues withholding agreement between the activity and the labor organization is suspended or terminated or when the associate has been suspended or expelled from the labor organization, or upon request by the associate.

Section 4. The Union shall notify the Human Resources Office, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

Section 5. When the Union provides a list of names that are changes to dues withholding from the previous month, the Employer will provide to the Union the reasons why the changes were made.

Section 6. Associates may revoke their SF #1187, request for payroll deductions for labor organization dues, by obtaining and completing an SF #1188 and submitting it to the Union. The Union will forward it to Human Resources. The revocation becomes effective the first pay period following the date of enrollment but may not be processed for one year from the date. Thereafter, such revocation will not be effective until the first full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date and no earlier than thirty (30) calendar days before such anniversary date.

Section 7. The Employer will forward a check payable to the Union in an amount equal to the grand total of all such allotments made each pay period.

Section 8. This Article is subject to revision at such time as may be necessary to comply with changes in Navy or other pertinent instructions. It is also subject to revision at such time as the Union changes the address to which remittance checks are to be sent or if the Union shall change the amount of the dues to be allotted. In the latter case, the Union will give all members notice of such change in the amount of dues. Any such change in dues will become effective the first pay period after notification to the Employer. Changes in Union dues shall not occur more than once in a twelve (12) month period.

ARTICLE 43
PUBLICIZING THE AGREEMENT

Section 1. Within sixty (60) calendar days following the effective date, the Employer will reproduce this Agreement for distribution to all associates assigned to the Unit. At the end of the first pay period after the Agreement is reproduced, the employer will issue a memo to associates advising them that the Agreements are available to be picked up. The Agreements can be obtained by the local HR office or from a designated member of management. Subsequent changes to this Agreement will also be distributed by the Employer to all associates. Copies of this Agreement will be available through Human Resources or the Union.

Section 2. Ten (10) copies shall be furnished to the Union for its use. The cost of printing this Agreement shall be borne by the Employer.

Section 3. New associates, as part of the orientation process, will be notified of the location of the Union Bulletin Board that will provide the names of the Unit Representatives.

ARTICLE 44
DURATION

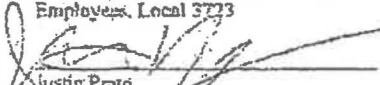
Section 1. This Agreement shall remain in effect for three (3) years from the date of approval by the Secretary of Defense. Provisions of this CBA may be reopened for modification only with the consent of both parties. Otherwise, the parties agree that, with the exception of matters specified in Sections 1 and 2 of the Provisions of Law and Regulation Article, either party may negotiate up to three (3) issues that have not been covered or negotiated within this Collective Bargaining Agreement (CBA). Any such agreements may become supplemental agreements to the CBA. It is understood that this Section does not preclude impact and implementation negotiations, as appropriate under Public Law, and as stipulated in the matters Appropriate for Negotiations, Article 6 of the Agreement.

Section 2. If neither party serves notice to re-negotiate this Agreement, the Agreement shall automatically be renewed annually, subject to other provisions of this Article and subject to conformance to applicable laws and regulations of higher authority. The Agreement and/or extensions will be subject to approval by the Department of Defense. Except for items in the contract that are covered by 5 USC 7106, (b) (1), (2), and (3), this Agreement shall remain in full force and effect until the new negotiated agreement has been negotiated and approved by the Department of Defense.

Section 3. If either party desires to re-negotiate this Agreement, notice will be served by either party upon the other between the thirtieth (30th) and one hundred-twentieth (120th) day prior to the expiration date of this Agreement. Upon request of either party, the Parties will meet to commence negotiations of a new Agreement on the thirtieth (30th) day prior to expiration date of this Agreement, or on the first workday following that date if it should fall on other than a workday.


In witness whereof the parties hereto execute this Agreement on
9 January 2019
for

American Federation of Government
Employees, Local 3723

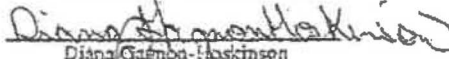

Justin Prato
Chief Spokesperson, AFGE Local 3723

Navy Exchange

- Naval Base, San Diego, CA
- Naval Amphibious Base, Coronado, CA
- Naval Medical Center, San Diego, CA
- Anti-Submarine Warfare (ASW), San Diego, CA
- Liberty Station, San Diego, CA
- Submarine Base Point Loma, San Diego, CA
- West Coast Office, National City, CA
- West Coast Distribution Center, Chino, CA


Diana Vazquez
Chief Spokesperson

Negotiating Team Members:


Diana Gagnon-Haskinson

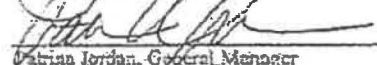

Lucy Hunsford



Rafael Chavarria, AFGE Local 3723

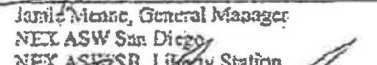

Andrea Levy, AFGE Local 3723

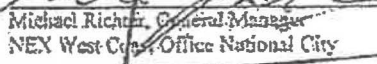

John Morris, President, AFGE, Local 3723

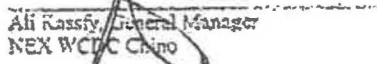
Reviewed By:


Patricia Jordan, General Manager
NEX NB San Diego


Richard Pimental, General Manager
NEX NAB Coronado


Janis Menne, General Manager
NEX ASW San Diego
NEX ASW/SB Liberty Station
NEX SB Point Loma


Michael Richter, General Manager
NEX West Coast, Office National City


Ali Kassfy, General Manager
NEX WCDC Chino

“Approved by the Department of Defense on January 31, 2019.”