

Agreement

Between

Navy Exchange, NTC

Orlando, Florida

and

National Federation of Federal Employees

Local 1451

Effective Date : 8 January 1991

Expiration Date: 7 January 1994

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NEGOTIATED AGREEMENT UNDER TITLE VII, PUBLIC LAW 95-454

PREAMBLE

This agreement is executed, pursuant to policy set forth in Title VII, Public Law 95-454, Federal Service Labor Management Relations, hereinafter referred to as the Statute, between the National Federation of Federal Employees, Local 1451, exclusive unit employee representative, hereafter referred to as the Union and the Navy Exchange, NTC, Orlando, Florida, hereafter referred to as the Employer, hereafter jointly referred to as the Parties.

This agreement is entered into pursuant to exclusive recognition which was granted on 18 November 1968.

The Congress finds that –

1. Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them

- a. Safeguards the public
- b. Contributes to the effective conduct of public business, and
- c. Facilitates and encourages the amicable settlements of disputes between employees and their Employers involving conditions of employment ; and

2. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the Federal Service are in the public interest.

It is the purpose of this agreement to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the government. The provisions of this agreement should be interpreted in a manner consistent with the requirements of an effective and efficient government.

NOW, THEREFORE, the Parties hereto intending to be bound hereby, agree as follows:

DEFINITIONS

The following definitions of terms used in this agreement shall apply:

1. **JOINT MEETING:** Meetings held between the Employer and the union for the communication and exchange of views on matters affecting conditions of employment of Unit employees.

2. **NEGOTIATION:** A mutual obligation for the representatives of the Employer and the Union to meet at reasonable times and bargain in a good faith effort to reach agreement with respect to the conditions of employment and to execute, if requested by either party, a written document incorporating any agreement reached. This mutual obligation does not compel either party to agree to a proposal or to make a concession.

3. **IMPASSE:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

4. **NEGOTIABILITY DISPUTE:** A disagreement between the Parties as to the negotiability of an item.

5. **AMENDMENTS:** Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

6. **SUPPLEMENTS:** Additional Articles, negotiated during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

7. **UNION OFFICIALS AND/OR UNION REPRESENTATIVE:** Any accredited National Representative of the Union, the duly elected or appointed officials of the local, including Stewards.

8. **AUTHORITY:** The Federal Labor Relations Authority, as described in Section 7104 of the Statute.

9. **SECNAVINST 5300.22B** is the Navy and Marine Corps Personnel Policy Manual for Nonappropriated Fund Instrumentalities.

10. **CONDITIONS OF EMPLOYMENT:** Personnel policies, practices, and matters, whether established rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices and matters :

a. Relating political to activities prohibited under subchapter III of Chapter 73 of this Title;

b. Relating to the classification of any position; or

c. To the extent such matters are specifically provided for by Federal Statute.

11. **GRIEVANCE:** - means any complaint -

a. by any employee concerning any matter relating to the employment of the employee;

b. by any labor organization concerning any matter relating to the employment of any employee; or

c. by any employee, the Union, or Employer concerning -

1. the effect or interpretation, or a claim of breach, of a collective bargaining agreement;
- or
2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

12. STATUTE - Title VII of the Civil Service Reform Act of 1978, Public Law 95-454.

13. ARBITRATION - The final step of Negotiated Grievance Procedure which provides for an impartial third party decision binding upon both the Employer and the Union, as required by SEC. 7121 and 7122 of the Statute.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer hereby recognizes that the Local is the exclusive representative of the employees of the Navy Exchange, Orlando, Florida, except those specifically excluded from the unit as defined in Section 2.

SECTION 2. The unit to which this agreement is applicable is composed of all employees in the Navy Exchange, Naval Training Center, Orlando, Florida, except:

- a. Management officials or supervisors, except as provided in Title VII, Public Law 95-454.
- b. An employee engaged in Federal personnel work in other than a purely clerical capacity.
- c. Temporary employees.
- d. Any guard together with other employees; or
- e. Both professional and non-professional employees, unless a majority of the professional employees vote for inclusion in the unit.

ARTICLE II

EMPLOYEE RIGHTS

SECTION 1. Each unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in the Statute, 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, the Congress, or other appropriate authorities, and

b. To engage in collective bargaining with respect to conditions of employment through Union representatives chosen by unit employees .

SECTION 2. Nothing in this Agreement shall require a unit employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization for the payment of Union dues through payroll deductions.

SECTION 3. Each unit employee has the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulation, policies, or the negotiated grievance procedure, but is not precluded from exercising grievance or appellate rights established by law, rule, or regulation.

SECTION 4. No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, handicap condition, or lawful political affiliation.

SECTION 5. An employee is free to assist any employee organization to include participation in the management of said organization. However, such right does not extend to participation or activity which could result in a conflict, or apparent conflict of interest, or otherwise be incompatible with law or with the officially assigned duties of the employee.

SECTION 6. An employee shall conserve materials and supplies, maintain a high quality of performance, avoid unnecessary absence and help to prevent accidents. Employees are encouraged to submit ideas to improve efficiency and reduce costs.

ARTICLE III

EMPLOYER RIGHTS

SECTION 1. The Employer retains the right and authority -

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

b. in accordance with applicable laws -

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

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

(3) with respect to filling positions, to make selections for appointment from -
(a) among properly ranked and certified candidates for promotion; or
(b) any other appropriate source; and

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

SECTION 2. Nothing in this article shall preclude management and the labor organization from negotiating -

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

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

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

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

ARTICLE IV

UNION RIGHTS AND REPRESENTATION

Section 1. The Employer recognizes that the Union has the exclusive right to act for all employees in the unit in negotiations and joint meetings with the Employer concerning matters affecting conditions of employment. The Union recognizes its responsibility to represent the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Employer agrees to respect the rights of the Union, and to meet jointly and/or negotiate with the Union regarding the finalization and implementation of a new policy or a change in policy affecting conditions of employment.

Section 3. The Union has the right to propose new policy, changes in policy, or resolution to problems in accordance with appendix A, and to be present at formal discussions or meetings between one or more representatives of the Employer and one or more employees of the unit, pertaining to conditions of employment.

Appendix A. The parties recognize that union initiated mid-term changes are the subject of litigation. If finally determined to be a statutory right, the parties will adopt such a position. If rejected as a statutory right, such proposed changes will not become a union right under this agreement.

Section 4. Representation shall occur at all levels of management, starting with the steward and first-level supervisor, or at the lowest level at which a matter can be resolved. If either Party feels that he/she does not have the authority to resolve the matter, it shall promptly be referred to an appropriate level.

Section 5. The Employer will recognize the duly elected Local Officers and officials/representatives designated by the Union, including Stewards. The Union will supply the Employer a written list, maintained on a current basis, of the Union officers and officials, including Stewards' areas of representation. The Employer will post the list on official bulletin boards.

Section 6. The Employer will recognize representatives of the NFFE National Office. The Union shall provide notice to the Employer of visits to be made by representatives of the National Office.

Section 7. Joint Meeting Procedures:

a. Joint meetings shall occur as the need arises and before the finalization and implementation of any policy or act affecting the employees or their conditions of employment. Such joint meetings shall be conducted so as to foster mutual respect.

b. The Union may designate a maximum of four unit employees to participate in joint meetings with the Employer. The Employer may also designate a like number of management representatives.

c. Joint meetings shall be held at the request of either party. Specific items for discussion shall be provided in advance, but other items may be discussed. The parties may create such records of joint meetings as they deem necessary. If mutually agreeable these records may be exchanged. Joint meetings will be conducted during regular duty hours, and Union officials/Stewards shall be authorized official time. Emergency meetings may be arranged by the Parties.

d. Joint meetings shall in no way affect the right of the Union to negotiate new policy or a change in policy.

e. A meeting between the Union President and the Officer in Charge or their designated representatives will be established on a schedule mutually agreed to between the Union President and the Officer in Charge. The Union and the Employer may each be accompanied by two representatives. Such meetings shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to labor management relations.

f. All official written communications between the Employer and the Union regarding joint meetings will be addressed to the Officer in Charge and the Union President or their designees.

Section 8. The Union has the right to have a representative present at all formal discussions between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. The representative shall be permitted to present the views of the Union during the proceedings. When the matter to be discussed concerns a unit-wide policy matter, the Union President or his designee will represent the Union. In matters related to unit-wide policies, the Union may request 24 hours advance notice .

Section 9. The Union has exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this agreement. An employee or group of employees may present a grievance themselves without representation by the Union, provided that the Union be given the opportunity to be present during the grievance proceedings. The adjustment must be consistent with the terms of this agreement.

Section 10. Authorized Official Time:

a. Union representative shall be permitted reasonable time during working hours without loss of leave or pay to effectively represent employees in accordance with this agreement. Such official time shall include:

(1) Negotiations conducted in accordance with Article VI, Negotiations.

(2) Receiving, investigating, preparing and presenting a grievance or appeal (must necessarily depend on the facts and circumstances of each case, e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations).

(3) Being an observer of a grievance or appeal action (shall be the time necessary to observe the proceeding to its conclusion).

b. The Steward or Union official will obtain permission from the supervisor before leaving the work area, indicating he has a labor/management matter to resolve and where he desires to go. Permission shall be granted except where there are work load exigencies which mediate against release. The Steward or Union official will also obtain permission from the supervisor of the employee(s) to be contacted. However, if permission to the Steward/Official or employee cannot be approved at the time of the request, an agreed upon time will be arranged whereby the representation function can be carried out. Contact between employees and representatives of the Union will normally take place in the immediate vicinity of the employee's work area.

Section 11. STEWARDSHIP. The Union may designate Stewards in the various areas having employees in the unit. The Union shall determine the number and location of Stewards; however, the number shall not exceed the ratio of one Steward for every twenty (20) employees in the unit. The Stewards will represent the employees in the designated area(s) in dealings with supervisors about the applications of personnel practices and policies, and other matter affecting working conditions of employees in the designated area(s). Officers, the Chief Steward, and the Grievance Committee Chairperson are authorized to represent individuals in any part of the bargaining unit when requested by the employee or the Steward. Upon request from either Party, Stewards and Supervisors will discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either Party.

Section 12. INTERNAL UNION BUSINESS: Internal Union business such as attending Union meetings, soliciting membership, collection dues, electing officers, and posting and distributing Union literature will be conducted during non-duty hours of the employees involved. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct two (2) membership drives of up to twenty (20) workdays duration each per year, before and after duty hours and lunch periods. Such membership drives will be at least four (4) months apart.

Section 13. RESTRAINT: There shall be no restraint, coercion or discrimination against any Union official because of performance of duties in consonance with this agreement and the statute, or against any employee for filing a complaint or acting as a witness under this agreement, the Statute or applicable regulations.

ARTICLE V

ORIENTATION

SECTION 1. All new employees will be informed by the Employer that the Union is the exclusive representative of all employees in the unit. Each new employee shall receive a copy of this agreement from the Employer.

SECTION 2. A designated representative by the Union will be given twenty (20) minutes in the Employer orientation proceedings to inform the employees of their rights under the Statute and the Negotiated Agreement.

- a. Subject matter to be covered:
 - (1) Union rights, obligations, purposes, goals and achievements.
 - (2) Union status as exclusive representative.
 - (3) The identity of local Union Officials and Stewards.
 - (4) Grievance procedure.

SECTION 3. The Employer will furnish the Union on a monthly basis, the following information regarding all new employees of the unit:

- a. Full name.
- b. Location.

ARTICLE VI

NEGOTIATIONS

Section 1. Both Parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy which is proposed during the life of the agreement. The Parties agree to attempt through joint meetings to resolve any differences which may arise between them in connection with the administration of this agreement.

Section 2. Subjects appropriate for negotiation between the Parties are matters affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union upon request, on new policy or change in established policy prior to implementation. If the decision itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change will be negotiated. The provision of this section will not abridge any right the Employer has under section 7106 of the Statute. It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees, the Employer or the Union established by the Statute, law or regulation of appropriate authority. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this agreement, the provisions of this agreement shall govern.

Section 3.

a. Prior to issuing new, or changing existing policy, practices, or matters affecting conditions of employment of the unit employees, the Employer will provide in writing such proposed new policy or changes to existing policy or practices to the Union. To the extent not prohibited by law, the Employer agrees to provide at request of the Union, data -

- (1) which is normally maintained by the Employer in the regular course of business.
- (2) which is reasonably available and necessary for full and proper discussions, understanding, and negotiation subjects within the scope of collective bargaining;
- (3) and which does not constitute guidance, advice, counsel, or training Provided to management officials or supervisors, relating to collective bargaining.

b. At the request of the Union, the parties will meet to negotiate on proposed changes in personnel policy practice and working conditions. Negotiations will proceed in an expeditious manner. The parties will meet no later than 5 calendar days after notice is given. Where issues are particularly complex or information requested is substantial, a commensurate extension will be granted.

(1) Management will advise the Union negotiators it will have on its team at the time the Union requests bargaining.

(2) The parties are encouraged to notify each other of changes in the team composition.

(3) Official time will be authorized for unit employees in negotiations.

(4) Negotiation disputes and impasses will be processed in accordance with applicable provisions of the Statute.

(5) All subsequent negotiations will be conducted according to the provisions of this article.

Section 4. Past practices which have become an integral part of working conditions shall not be abridged as a result of not being enumerated in this agreement.

ARTICLE VII

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union reaffirm their commitment to the concepts of Equal Employment Opportunity and jointly agree that there shall be no discrimination against any employee because of race, color, creed, religion, sex, national origin, age or handicapping condition.

SECTION 2. The role of an EEO Counselor is to informally resolve complaints of discrimination on the grounds of age, race, color, creed, religion, sex, national origin or handicapping condition. The Employer agrees that unit employees appointed as EEO Counselors will receive training with respect to the procedures to be followed in resolution of such complaints.

SECTION 3. Unit employees may file a formal complaint utilizing the statutory appeal procedure or the negotiated grievance procedure. However, prior to the issuing of a formal complaint, the problem must first be discussed with an EEO Counselor within 30 calendar days after the matter which caused the employee to believe he/she was discriminated against.

SECTION 4. The EEO Counselor has twenty-one (21) calendar days to attempt to resolve the matter informally. At such time as the Counselor advises the employee of the Counselor's findings and recommendations, the employee shall be advised that if the matter is to be pursued further, either the statutory appeal procedure or the negotiated grievance procedure may be utilized but not both except as provided under the statute. The employee must submit the appeal or grievance within 15 calendar days following the final interview with the Counselor.

SECTION 5. All unit employees are encouraged to take advantage of self-development opportunities to increase their potential for progression within the Navy Exchange system.

ARTICLE VIII

WORK PERFORMANCE REVIEWS

Section 1. Performance appraisals will be accomplished in accordance with this agreement and SECNAVINST 5300.22A. Each employee shall have an annual, written work performance review based on factual evidence and if possible quantifiable evidence. The performance factors on which performance is rated are: Initiative, Quality, Quantity, Dependability, Job Knowledge, Self-Development and Sales Performance. All of the performance factors may not apply to every position.

Section 2. Employees will be given a reasonable opportunity to achieve their best performance in terms of appropriate training, clear assignments, advancements, adequate facilities and proper supervisory assistance. Work requirements must be job related. This is not intended to prevent the assignment of work.

Section 3. If an employee's performance is less than good, he/she will be counseled and offered constructive advice before any formal action is initiated. Notice of performance accomplishments and deficiencies should be provided the employee as performance warrants. This section is intended to assure that employees are provided ongoing information concerning their performance.

Section 4. A copy of the Work Performance Review (SS/398A) and a job description will be given to new employees as part of their orientation to the job.

Section 5. The Work Performance Review will be signed by the employee and the supervisor.

ARTICLE IX

PAY PROVISIONS

SECTION 1. It is agreed and understood that wages and salaries will be established in accordance with applicable regulations and will conform as nearly as is consistent with public interest, with private establishments in the vicinity of the Naval Training Center, Orlando, Florida.

SECTION 2. As set forth in applicable statutes and regulations, wage policy and wage rates are not items subject to negotiations.

SECTION 3. It is understood that wage surveys will be conducted, as follows:

(a) For employees covered by P.L. 92-392, surveys will be conducted in accordance with Office of Personnel Management regulations.

(b) For employees not covered by P.L. 92-392, wage surveys will be conducted in accordance with the rules established by the Department of Defense Nonappropriated Fund Salary and Wage Fixing Authority.

(c) In accordance with Public Law 92-392 and applicable implementing directives, wages surveys will be conducted as scheduled by the Department of Defense Nonappropriated Fund Salary and Wage Fixing Authority.

(d) If, in accordance with Public Law 92-392 and applicable implementing directives, the Union Organization is designated to be the Union member of the Local Wage Survey Committee, the Union will be entitled to recommend one-half of the data collectors from among unit employees to serve as data collectors in collecting local wage data.

(e) All data collectors shall maintain the confidence of all wage data.

ARTICLE X

ANNUAL LEAVE

Section 1. Employees shall be entitled to vacation leave in accordance with applicable regulations and this Agreement.

Section 2.

a. Each component in which leave may be reasonably anticipated to be restricted during the year will identify and communicate to employees those periods when leave may be restricted on an annual basis.

b. Employees with leave preferences will make them known by 31 January of each year. Such requests may be for periods up to two consecutive weeks.

c. Supervisors will notify employees of conflicts in leave scheduling and provide an opportunity to resolve the conflicts. If unresolved, the earliest service computation date will be used to resolve the conflict.

d. Leave schedules will be communicated to employees by 1 April of each year.

e. Employee requests for preferred periods will be granted except where workload manning levels prevent the granting of leave.

f. The provisions of this section shall not prevent the exchange of leave periods between similarly situated employees providing both employees agree and the supervisor concurs.

Section 3. The employer will make every effort to avoid a forced annual leave situation.

Section 4. Annual leave will be officially requested at least five (5) days in advance for any vacation leave in excess of three (3) days duration. Requests for annual leave of three (3) days or less for reasons considered personal to the employee will normally be granted, work load permitting. Disapproval of leave shall be given to the employee within three workdays after submission of the request. In granting unscheduled annual leave the Employer will give due regard to the nature of the request. An emergency, personal to the employee will be considered in granting such a request.

Section 5. Annual leave may be granted in 30 minute increments.

Section 6. Employees request for LWOP may be granted in accordance with applicable rules and regulations.

ARTICLE XI

SICKLEAVE

Section 1. Employees shall be entitled to sick leave in accordance with applicable regulations and this Agreement.

Section 2. Unless submitted prior to absence, employees will submit an Absence Record (SS/241) to their supervisor immediately upon return to work . Sick leave will be granted in 30 minute increments.

Section 3. Notification of incapacitation to report to duty because of illness or injury shall be made by the employee to the manager, supervisor, or other designated contact prior to the start of his/her shift, if possible, but no later than 2 hours after his/her shift begins. Failure of an employee to make such notification in accordance with the procedure prescribed herein, may, after the circumstances have been investigated by management, result in the absence being charged to unauthorized absence and may also result in disciplinary action. At the time of such notice, the employee shall, if possible, indicate the anticipated duration of such absence. If the employee indicates that the absence is only for one day and subsequently determines that he/she is unable to report for work for additional day(s), he/she shall be required again to report such absence as indicated in the first sentence of this section. In instances of this nature, the supervisor involved may contact the appropriate Steward for assistance. When an employee's illness is of long duration (over 5 workdays), the employee shall make every possible effort to keep his activity supervisor advised of the anticipated date he will return to work.

Section 4. It is agreed that employees desiring medical, dental or optical examination or treatment should make every effort to schedule such appointments after working hours or on non-work days. Where this is impractical, requests for sick leave to cover such examination or treatment shall be submitted at least 3 days in advance, except in an emergency, and shall specify the date and time of the appointment.

Section 5. An employee is not required to support a request for sick leave of three consecutive workdays or less, except in cases where abuse of sick leave is suspected. Employees absent for more than three consecutive workdays must furnish a medical certificate or statement from the employee acceptable to the Employer in support of their request for sick leave.

Section 6. Advance sick leave not to exceed a total of 240 hours may be granted under the provisions of the Navy Exchange Manual and with the approval of the Navy Resale and Services Support Office. Such leave cannot be requested until such time as all other leave, including vacation leave, has been exhausted. If approved, pay back is required from future accruals.

Section 7. In situations involving prolonged and/or frequent absences due to illness, an unsatisfactory performance rating or a letter of caution should not be given until the employee has been counseled as to the developing problem. Further, the employee's personal physician should be provided a listing of the employee's duties and working conditions and asked whether, in his professional opinion, the employee can or cannot perform the assigned duties because of the employee's illness. If it is determined the employee is able to perform and the absences continue, even if approved, and the proper accomplishment of the function or operation in which the employee is supposed to be performing regularly is impeded, then an unsatisfactory work performance rating or a letter of caution may be issued. Other types of instances could occur which would eventually lead to unsatisfactory work performance.

ARTICLE XII

OTHER LEAVES

SECTION 1. Military Leave

a. Regular full-time and regular part-time civilian employees who are members of Reserve components of the Armed Forces of the United States, including National Guard, are entitled to excused absence of no more than fifteen (15) calendar days in any fiscal year without loss of pay, time or performance rating when called to active duty or active duty training. Any part of this excused absence that is not used in any given fiscal year accumulates for use in succeeding fiscal years, not to exceed a 15 day maximum carryover.

b. Regular full-time and regular part-time civilian employees who are called to active duty for the purpose of providing military aid to enforce the law may be granted additional military leave not to exceed twenty-two (22) workdays in a calendar year. These employees will be granted leave upon presentation of competent orders.

SECTION 2. Administrative Leave: Administrative leave may be granted for:

a. Voting in Federal, State, County and Municipal government elections.

b. Employees may be granted up to four (4) hours of administrative leave for blood donations (for which the employee is not paid)

c. A supervisor may grant up to fifty-nine (59) minutes of administrative leave to employees for brief periods of absence or tardiness due to circumstances beyond the employee's control. This leave shall be granted in a consistent manner.

d. When severe weather conditions exist, the Employer shall grant administrative leave to employees in the same manner as the Naval Training Center provided that the entire installation is closed.

SECTION 3. Holidays

a. All eligible employees will be guaranteed holiday benefits consistent with appropriate regulations for all Federal holidays prescribed by law and Executive Order.

b. Any eligible employee working on the holiday will receive pay twice the basic rate of pay for all hours worked on the day that he would normally have been excused but not to exceed eight (8) hours.

c. Hours that eligible employees are excused from work because of National Holidays shall be considered as hours worked for overtime purposes.

SECTION 4. Leave Without Pay

a. Regular full-time and regular part-time employees who do not have leave to their credit and wish to take leave for emergencies or other necessities, (e.g. medical treatment, educational purposes, NFFE representation, etc.) may be granted LWOP upon request;

LWOP may also be granted to employees who do have leave to their credit and for some reason choose not to use it. However, the basis for granting/denying such leave requests will be in the best interest of the Exchange.

b. Leave without pay may be granted on an extended basis for a period not to exceed one (1) year except for Military Service.

c. Upon completion of LWOP, return to a comparable job, if possible, will be arranged.

SECTION 5. Court Leave

a. All eligible employees will be granted absence from work for jury duty in accordance with applicable instructions.

b. Regular full-time and regular part-time employees will receive their regular pay for time off due to court leave, or will retain the court fees received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation, shall be turned over to the Employer immediately upon receipt from the court.

c. To be granted court leave, the employee must submit to the Employer a true copy of the summons for jury duty, or for qualification for jury duty or witness service in a Federal, State or municipal court and said summons shall be presented to the Employer on the first workday following the date of receipt of the summons by the employee

SECTION 6. Religious Observance Leave

In accordance with law and regulations, and notwithstanding the provisions of the Article on Overtime, an employee whose personal religious beliefs require the abstention from work during certain periods of time, may elect, with the Employer's approval, to engage in overtime work for time lost meeting those religious requirements. Any employee who so elects such available overtime work with the Employer's approval shall be granted equal compensatory time off from his/her scheduled tour of duty (in lieu of overtime pay} for such religious reasons, notwithstanding any other provision of law. Alternatively, an employee could request annual leave or leave without pay for religious observances.

ARTICLE XIII

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. Unit employees who suspect they may have an alcohol or drug abuse problem, may voluntarily seek counseling and information by contacting a representative of the Employer, or the Union, who will assist by providing information regarding possible Department of Navy and community programs to contact for personal assistance.

SECTION 2. Employer and Union representatives shall not attempt to providing counseling to employees seeking advice, In addition, no management or Union representative shall reveal the name of any unit employee seeking assistance without the written consent of the employee.

SECTION 3. The names, locations and work telephone of these representatives will be posted on official bulletin boards by the Employer.

ARTICLE XIV

HOURS OF WORKWEEK

Section 1. The Union recognizes that the Employer has the right to establish the basic workweek and hours of duty for employees in order to maintain the efficiency of operations and the accomplishment of the assigned mission. This includes the establishment of shift and work schedules. The Employer agrees that whenever possible regular full time employees will be assigned on a five consecutive workday schedule. The Employer will observe its obligation under statute and this agreement to provide notice of changes in work schedule and meet if requested to discuss or negotiate.

Section 2. The Employer agrees to maintain stability in schedule assignments consistent with requirements for coverage. The goal of this language is to provide 5 days advance notice of schedule changes.

Section 3. Rest Break: One rest break of at least 15 minute within each four hour period of scheduled work is authorized each employee.

a. Scheduling of rest periods is governed by the following requirements:

(1) They are not to be continuations of lunch periods under any circumstances.

(2) Employees who are scheduled for less than four (4) hour may be grana 10 minute rest break.

b. The rest periods granted are considered as part of the time worked for which compensation is due. Rest periods in excess of those noted above are not considered as part of the compensable duty hours.

Section 4. Lunch Period: No employee will be required to work more than six (6) consecutive hours without at least a 30-minute lunch period. The lunch period will not be considered as time worked. Such periods shall be the employees own time to use as they desire. Employees, however, should not interfere with operations during their lunch period.

Section 5. An adequate period of paid time, consistent with current practices, will be allowed prior to meal periods and the end of the day for wash up, returning tools or equipment to work area, for accomplishing necessary closing of business procedures.

ARTICLE XV

OVERTIME

Section 1. The determination and assignment of overtime work is a function of management. Consistent with the accomplishment of the mission of the Employer, overtime work will be assigned in such a way as to accomplish it as efficiently and expeditiously as possible.

Section 2. Thedistribution of overtime willbe effected as follows:

a. Overtime shall be distributed among qualified employees or an equitable basis. However, this does not negate management's function to assign overtime work to others in similar job classifications if a sufficient number of employees are not available in the appropriate job classification. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

b. Alleged inequities in assigning overtime shall be a matter for discussion between the immediate supervisor and the employee(s)involved.

c. In the event an employee does not desire to work overtime, the Employer shall make an effort to accommodate the employee's excuse from overtime work provided that another qualified employee is available for the assignment.

Section 3. COMPENSATION: An employee shall be neither compelled nor permitted to work overtime without compensation and no employee may be given compensatory time off in lieu of payment of overtime. Overtimewill bepaidattherateofoneand one-half time the regular hourly rate of base pay. Overtime provisions do not apply to personnel when on official travel.

Section 4. CALL BACK: Any regular full-time or regular-part time employee who is called back to work at a time outside of his normal work schedule will be credited a minimum of two (2) hours.

Section 5. When 48 hours notice of overtime cannot be given as much notice as possible will be given.

Section 6. All employees shall receive overtime pay for time worked in excess of eight (8) hours per day or in excess of 40 hours per week.

ARTICLE XVI

MERIT PROMOTION PROGRAM

Section 1. POLICY: In the interest of maintaining a stable workforce the Employer recognizes the value of promoting from within. The objectives of the Program based on the foregoing policy are to:

- a. Provide the Employer with the best qualified candidates to fill promotional vacancies.
- b. Provide employees with the opportunity to receive equal and fair consideration for selection to higher level jobs.
- c. Provide incentive for improvement and opportunity for progressive development of employees.
- d. Ensure maximum utilization of employees.
- e. Provide attractive career opportunities in order to retain capable employees.

Section 2. BASIS FOR SELECTION: The Employer and Union agree that employees shall be selected/promoted on the basis of their qualifications and experience for the job. Factors to be considered by the Employer in this determinations will include, but are not limited to, training and education work background, performance appraisals, supervisors recommendation and records of attendance /punctuality. There shall be no discrimination because of race, age, sex, color, creed, religion, national origin, lawful political affiliation, handicapping condition, or membership in a labor organization.

Section 3. All regular part-time and regular full-time unit positions, grade 3 and above, will be announced on official bulletin boards.

- a. The following positions are excluded from this program:
NA 7641-7 – Barbers/Beauticians
UA – Dispensing Opticians
- b. Registers. The Employer will announce unit positions not otherwise covered by this section on an annual basis and will maintain open continuous registers for these positions. Applications of unit employees positions will be accepted throughout the year. Consideration for vacancies will be automatic as these vacancies arise.

Section 4. EXCEPTIONS TO PROGRAM: It is recognized that applicants on reemployment priority listings due to reduction in force of nonappropriated fund employees in the area and applicants available by transfer from other nonappropriated fund activities, including other Navy Exchanges, will be given priority consideration prior to effecting a promotional opportunity.

Section 5. JOB OPPORTUNITY BULLETIN: Consistent with section 3 above, vacancies will be advertised through the use of Job Opportunity Bulletins. The Employer recognizes that it may have a need to temporarily fill a position in order to accomplish its work in times of emergencies. The Union recognizes that management has a right to detail an employee, and temporarily hire, or laterally reassign to a position while management is completing the merit promotional process. However, the Employer is under no obligation to advertise said position in case of an emergency wherein the mission of the Exchange would be impaired. Vacancy notices will be posted on all

official bulletin boards for at least seven (7) calendar days before the closing date indicated in the bulletin. All Job Opportunity Bulletins shall contain the following information:

- a. Title, Grade, Wage Range and Location;
- b. Job Summary;
- c. Minimum Qualification Requirements;
- d. Application Instructions; and
- e. E. E. O. Statement

Section 6. SCREENING AND SELECTIONS

a. After the termination date of the Job Opportunity Bulletin, the Personnel Department will determine which applicants meet the minimum qualifications of the job.

b. If the selecting official interviews, all applicants must be interviewed. All questions must be related to qualifications for the position. Additional applicants from other appropriate sources as determined, by the Employer may be considered in connection with the promotional vacancy.

Section 7. LATERAL TRANSFERS: A lateral transfer (same job grade) or a transfer to a lower grade at the employee's request shall not be considered under the provisions of this Article.

Section 8. LATE APPLICANTS: Applications received by the Personnel Office after the closing date of the Job Opportunity Bulletins will be recorded with the date and time of receipt and a copy returned to the applicant.

Section 9. GRIEVANCES AND COMPLAINTS: Nonselection for promotion, when the sole basis is the allegation that the individual is better qualified than the person selected, is not a matter to be considered under the grievance procedure.

Section 10. EMPLOYEE DEVELOPMENT: Employees who are interested in enhancing their skills or developing new skills in order to participate in promotional opportunities under this program will be provided information by the Personnel Department.

Section 11. NONADVERTISED ADVANCEMENTS: Advancement of employees under the circumstances below will be effected without publication of Job Opportunity Bulletins.

- a. Temporary promotions to a higher grade for periods of less than 120 calendar days.
- b. Promotions made following successful completion of a training period upon recommendation of the assigned supervisor.
- c. Change in classification assignment.
- d. Promotions made in accordance with the Exchange Upward Mobility Program.

Section 12. TEMPORARY PROMOTION: An employee temporarily placed in a higher grade position or assigned to a group of duties warranting a higher grade shall be temporarily promoted and shall be paid commensurate with the position or duties. Temporary promotions of 120 days or more will be made based on competitive procedures. Such action shall be annotated in the employee's official Personnel Record.

ARTICLE XVII

DETAILS

SECTION 1.

a. Manner: In the interest of effective employee utilization, detailing to positions at a higher grade level or to those requiring different skills will be based upon a bona-fide need and will be consonant with the spirit and intent of applicable regulations and the Merit Promotional Program.

b. Official Credit: Details in excess of thirty (30) days shall be recorded in the employee's official personnel folder, and a copy of the record will be forwarded to the employee,

c. Intent: The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection of detailing shall be based solely on a bona-fide need of management and its considered judgment as to ability of the individuals.

SECTION 2.

a. Temporary Promotion: An employee temporarily placed in a higher grade will be temporarily promoted, if the assignment is to exceed thirty (30) days and such action will be annotated in the employee's official personnel jacket.

ARTICLE XVIII

JOB DESCRIPTIONS

Section 1. The Employer agrees to furnish each employee with a current job description. The term "performs related duties as assigned" means tasks that are normally related to the job or an incidental nature. The Employer will notify the Union of changes in position descriptions which will result in a personnel action or significant impact in working conditions.

Section 2. Job descriptions shall define the general job duties and responsibilities of a given position. The job description does not prescribe every duty the employee will be expected to perform. It describes major duties and responsibilities. Job descriptions are used primarily to establish a proper pay grade. They do not in any way limit the right of assignment.

Section 3. JOB DESCRIPTION CHANGES:

Whenever action is proposed to modify or effect a new job description of any position in the Unit which adds or deletes to a present description, the Personnel Manager and a representative of the Union shall meet to review the modified or new job description and to discuss the projected impact, if any, prior to implementation.

ARTICLE XIX

REDUCTION IN FORCE

SECTION 1. The employer agrees to notify the Union of proposed reductions in force at least thirty (30) days in advance, except in emergencies, giving the number of employees and job categories to be affected, the date action is to be taken, and the reasons for the reduction in force.

SECTION 2. In the event of a reduction in force, the Union agrees to render assistance in communicating the reasons for the reduction in force to the employees.

SECTION 3. The Employer agrees that in the event of a reduction in force or a reorganization, an active outplacement program will be implemented. The Union will be provided, on a weekly basis, a report on the outplacement progress.

ARTICLE XX

SAFETY AND HEALTH

Section 1. The Employer will continue to make an effort to provide and maintain an active, aggressive, and effective accident prevention and safety program in accordance with the Occupational Safety and Health Act of 1970 and other applicable orders and regulations relative to the health and safety of employees. Joint meetings between the Parties shall occur before implementation of any changes to safety and health policies and/or standards that are within the discretion of the Employer. This obligation may also be satisfied in accordance with Article IV and VI of this agreement.

Section 2. The Parties will designate members to serve on the Safety Committee, excluding the Officer in Charge and the Accident Prevention Co-ordinator. The Union is authorized to appoint one additional unit member to represent the Union. Appointments to serve on committees will be in writing and membership should be a minimum of six months. Members appointed by the Union will be from areas designated by the Employer. However, changes in designated areas may only be made by mutual consent of the parties. The Chairmanship shall be that of the Employer. The Safety Committee shall meet at regularly scheduled intervals and minutes of the meetings will be published, posted on all official bulleting boards, and a copy furnished to each committee member. Subcommittees will be established for operational units of the activity when the full committee deems them appropriate. Functions of the Safety Committee are as follows:

- a. Promote the safety activities of the Navy Resale System and the Department of the Navy.
- b. Recommends procedures for handling suggestions and recommendations of the Committee.
- c. Conduct regularly scheduled meetings to discuss accident and illness prevention methods, safety and health problems, hazards noted on inspections, injury and illness records, and other pertinent subjects.
- d. Provide information on safe and healthful working practices to employees.
- e. Recommend changes or additions to improve protective clothing and equipment and to reduce accidents.
- f. Recommends rules to comply with current safety and health standards .
- g. Provide safety training to committee members by conducting periodic safety training after committee meetings. Subject matter and time expended for such training will be decided by the Employer.

Section 3. There will be annual safety inspections of all areas occupied by employees of the Employer. Such inspections will be conducted by qualified safety officials. When safety inspections are made pursuant to Occupational Safety and Health Act or other statutes or regulations in areas where unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team, except when the policy of the organization of the inspector restricts the composition of the inspecting team. The employer agrees to provide the Union with a copy of all reports of safety inspections, where distribution is not restricted by higher authority or law.

Section 4. HEALTH AND SAFETY POLICIES:

- a. The Employer will make every effort to provide safe and sanitary working conditions and equipment in accordance with standards promulgated under the Occupational Safety and Health Act of 1970, and shall post a Notice to Employees' informing employees of their benefits under the Nonappropriated Fund Instrumentalities Act.
- b. The Employer shall provide suitable protective clothing, equipment, and safety devices for employees engaged in activities requiring same in accordance with Occupational Safety and Health Act standards. Cleaning and repair of issued clothing shall be provided by the Employer. It is also recognized that the failure of an employee to wear appropriate protective clothing and/or equipment may result in disciplinary action against the employee.

c. Employees will not be required to work in an environment where continued exposure to humidity, temperature, inadequate lighting, ventilation or crowded conditions is determined unsafe to the continued health of employees as determined by a qualified safety and/or health official. The Employer will initiate appropriate action based on the findings of the qualified safety official.

d. The Parties will encourage employees to work safely and to report any observed unsafe or unhealthy condition to the employee's immediate supervisor. All employees in the course of performing their assigned responsibilities are encouraged to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate work area which may represent health hazards and bring them to the attention of their immediate supervisor.

e. No employee will be required to work in an area identified as a potentially hazardous area as identified by a qualified safety official, except those qualified personnel needed to correct the problem. It is understood that management determines the qualifications of the personnel needed to correct the problem.

f. When an employee feels that he is subjected to conditions so severe that even a short term exposure to such conditions would be detrimental to his health and safety, he should report the circumstances to his immediate supervisor who will effect appropriate action to determine the legitimacy of the complaint and/or action to rectify the condition, if it exists. When the ruling of the supervisor is not to the satisfaction of the complainant the appropriate Steward and/or Safety Committeeman will be contacted, and given the opportunity to review and make recommendations on the circumstances. Then if there is no agreement between the supervisor, Steward, (or Safety Committeeman), and/or complainant, a qualified safety official will be contacted to make a final determination. An employee (s) may initiate a grievance if not satisfied with the final decision.

Section 5. ON-THE-JOB INJURY OR ILLNESS: Employees will immediately report all injuries or illnesses which occur on-the-job, no matter how slight.

a. Reports of accidents provided by the Personnel Office to the U.S. Department of Labor will at the same time be provided to the Union.

b. The Employer agrees that required reports in connection with the occupational injury or illness will be promptly submitted in accordance with applicable regulations.

c. When there is reason to believe an employee is physically unable to perform his duties, the Employer has the right to order a fitness for duty physical examination at the cost of the Employer. The employee may be examined by a physician recommended by the Employer or one of his choice, if acceptable to the Employer. A report of the examination will be furnished to the Employer.

d. The Employer agrees that, as soon as possible after official notification to the nearest of kin, the Union shall be notified of any serious on-the-job illness or injury, or death of an employee in the unit so that the Union may extend Union benefits to which the employee and/or his family may be entitled.

Section 6. Health Services: Employees are encouraged to participate in any health services which may be provided by official and/or voluntary health facilities or organizations on the Naval Training Center installation in accordance with participation eligibility. Employees are authorized administrative leave for such purpose to the extent permitted by workload considerations.

ARTICLE XXI

USE OF OFFICIAL FACILITIES AND SERVICE

Section 1. The Employer agrees to permit the Union to use the internal mail distribution service of the Employer. Documents to be forwarded through the Internal Distribution Center will be placed in messenger envelopes and addressed to the recipient. Envelopes will be marked to indicate Union transmittal and will not be opened by mail personnel. Bulk distribution of Union newspaper, bulletins, news releases or other documents will be addressed only to cognizant stewards for further distribution by the Steward during non-working hours. The Union agrees that the mail distribution system will not be used for membership drives, collection of dues, personal reasons nor for strictly internal Union business. Literature posted or distributed within the Navy Exchange may not violate any law, applicable regulations, provisions of this negotiated agreement, or the security of the Exchange, or contain libelous material.

Section 2. The Employer agrees to permit the use of designated unofficial bulletin boards for posting of Union notices and other literature. Content of material will be governed by the provisions of Section 1 above.

Section 3. The Employer will distribute copies of this Agreement to all employees, management personnel and new employees within 60 days of approval by the Navy Resale and Services Support Office. Fifty (50) extra copies of the Agreement shall be provided to the Union. The cost of any additional copies for the Union will be borne by the Union.

Section 4. The Employer recognizes its obligation to provide the Union with copies of all official personnel publications and regulations from the Navy Resale and Services Support Office Department of Defense, Secretary of the Navy, or the offices of other higher authority.

Section 5. The Employer agrees to furnish lockers with proper locking devices for personal belongings of all employees assigned to retail locations, laundry, warehouse, and other areas wherein there is direct contact with the public and customer service.

Section 6. Time clocks will be provided and utilized in areas designated by the Employer. However, addition or deletion of time clocks will be a subject for joint meetings.

Section 7. The Employer also agrees to bear the full expense of working uniforms or smocks, or jackets for Exchange employees in those working areas wherein it is the normal practice that such uniforms, smocks, or jackets are normally worn. The determination of applicable areas wherein such clothing is to be utilized is that of management and management will provide the Union notice of changes in the areas where protective clothing is required. It is further agreed that the Employer will provide a minimum of two (2) uniforms, or smocks or jackets for each employee working in the determined areas of work. Cleaning of uniforms will continue in those areas where such service is currently provided. However, employees' will bear the expense of replacement of said clothing whenever, due to negligence on the part of the employee, such clothing is lost or destroyed.

Section 8. The Employer agrees to furnish the Union, semi-annually, an up-to-date list of all employees in the Unit, showing name, title, grade, department and location. A request by the Union for this listing must be made at least 15 work days in advance of its need.

Section 9. The Employer agrees to provide an adequate food refrigerator appliance for the employees' lounge of the Main Exchange Complex, the Laundry Plant, and other locations where deemed appropriate by Employer. Employees are responsible for maintaining designated lounge areas in a neat and orderly manner and if, as determined by the Employer, sanitary and cleanliness conditions are not being maintained, utilization of these units will be suspended until such time as the conditions are satisfactorily improved.

Section 10. The Employer agrees to allow the Union the use of its audio-visual equipment, if available, during orientation classes for new employees.

Section 11. The Employer agrees to allow posting of the Union Monthly Meeting Notice adjacent to time clocks. The size of the notice will not exceed 8 ½ X 11 inches and will not be posted more than three (3) working days in any 30 day period except in cases of unforeseen circumstances.

ARTICLE XXII

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer shall deduct Union dues from the pay the unit, of employees in the unit subject to the provisions of this Article.

Section 2. The Union agrees to procure SF-1187's "Request and Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

Section 3. The President or other authorized officer of the Union will certify on each SF-1187 that the employee is a member in good standing in the Union, insert the amount to be withheld, and submit completed SF-1187's to the Personnel Manager of the Employer.

Section 4. The President or other authorized officer of the Union shall notify the Personnel Manager of the Employer when the Union's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice. Such a change may not be effected more than twice in a twelve (12) month period.

Section 5. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187 by the Personnel Manager.

Section 6. The Union will promptly notify the Personnel Manager, in writing, when a member of the Union is expelled or ceases to be a member.

Section 7. The Employer agrees to have the Accounting Office Supervisor prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the financial officer of the Union. The check will be for the total amount of dues withheld for that pay period.

Section 8. The President of the Union will immediately notify the Accounting Office Supervisor in writing of any change in the name and/or address of the financial officer of the Union.

Section 9. The Employer will submit a remittance check listing the name, payroll number, SSN, department number, and amount of dues deduction. The Employer also agrees to provide the Union a duplicate copy of each SF-1187 upon receipt via the Guard Mail.

Section 10. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," or other written authorization and submitting it directly to the Personnel Manager. After receipt of such notice by the Personnel Manager, revocation will become effective as of the first full pay period following the anniversary date of the employee's authorization of dues withholding. The Personnel Manager shall provide the Union appropriate notification of the revocation. The duplicate copy of the SF-1188 or other written authorization, completed by the member, will be used for this purpose.

ARTICLE XXIII

LABOR MANAGEMENT RELATIONS TRAINING

Section 1. UNION SPONSORED TRAINING SESSIONS: The Employer Agrees to grant a total aggregate of 400 hours administrative leave to employees who are union officials for the purpose of attending labor/management training sessions, provided the training is of mutual concern to the Employer and Union. The request for such absence will be submitted in writing two (2) weeks in advance by the President to the Officer in Charge. The request will contain information pertaining to the duration, purpose, and nature of the training.

Section 2. JOINT TRAINING: Upon mutual consent, the Employer and the Union will hold two (2) joint training sessions per year which will be conducted during non-duty hours. The purpose of said training is to promote harmonious labor/management relations. The parties will share equally incidental costs incurred; however, such costs will be mutually agreed to prior to initiating action to establish such training sessions. Attendance at such training sessions will be on a voluntary basis.

ARTICLE XXIV

EMPLOYEE BENEFITS

Section 1. Social Security, Workers' Compensation, Unemployment Compensation, Group Life and Comprehensive Medical Insurance and Retirement Plans are available for eligible employees. If other benefits become available, coverage will be extended to eligible employees who meet the requirements.

ARTICLE XXV

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The basic procedures and rights of unit employees as outlined in appropriate regulations, shall be observed in handling disciplinary and adverse actions. Such actions must be based on just cause, be consistent with applicable regulations, and be fair and equitable. The parties agree that the purpose of discipline is to correct the offending employee and maintain discipline and morale among other employees.

Section 2. Non-Disciplinary Actions: actions consist of: Informal disciplinary Actions consist of:

- a. oral admonishment, or
- b. letter of caution for conduct will be given by the immediate supervisor in private, and will not be made a matter of record in the employee's official personnel jacket. Copies of letters of caution will be destroyed after (1) year.
- c. letters of caution for unsatisfactory work performance will be issued only after the employee has been counseled as to the developing problem. Although an unsatisfactory work performance rating must depend on the informed judgement of the supervisor involved, the judgement shall be based on job related factors.

Section 3. Disciplinary Actions: Employees may be formally disciplined as follows in accordance with applicable regulations.

- a. Letter of Reprimand
- b. Suspension without pay
- c. Reduction in grade for cause (demotion)
- d. Termination

Section 4. ADVERSE ACTIONS

- a. Disciplinary actions which are considered adverse are:
 - (1) suspensions without pay for more than 30 calendar days;
 - (2) Involuntary terminations or removal for cause (except for separation for failure to qualify during probationary period); and
 - (3) Reduction in grade for cause, i.e., unsatisfactory work performance.
- b. Nondisciplinary actions which may be considered actions adverse include:
 - (1) Furlough, a management initiated action that places an employee in a leave without pay status for a specified period of time and necessitated by lack of work, insufficient funds or emergency situations;
 - (2) Reduction in grade or compensation (except in terminations of temporary promotions) which is usually based on reorganization or reclassification of jobs;
 - (3) Reduction in hours or schedule or work when it involves a change in the employee's category or employment and affects the employee's entitlement to basic employee benefits;
 - (4) Separation or demotion due to reduction-in-force; and
- c. Appeals against the above nondisciplinary type of adverse may be made only on the basis of procedural errors or discrimination.

Section 5.

- a. Prior to issuing an advance notice of proposed disciplinary action, the Employer will conduct a thorough investigation to determine the facts. If sufficient evidence exists to propose disciplinary action, the evidence will be discussed with the employee and his representative, if he chooses to have one. Where it is not possible to reach an employee after reasonable efforts are made, Section 5a would not apply.
- b. The Union shall be given the opportunity to be present at any examination of any employee by a management official in connection with an investigation if -
 - (1) The employee reasonably believes that an examination may result in disciplinary action, and
 - (2) The employee requests representation.

The Employer agrees to permanently post the contents of paragraph 5b above on the official bulletin boards of the Employer.

c. An employee may be suspended without pay as a non-disciplinary measure pending investigation of the facts and final decision on disciplinary action, if taken. Such action will normally be taken only when it is determined that the continued presence of the employee at the work site will be seriously detrimental to the Exchange operation.

Section 6. EMPLOYEES' RIGHT TO REPLY/GRIEVANCE/AND OR APPEAL:

Notices of proposed disciplinary action and notices of final decision shall fully inform the employee of any right to reply, grieve, or appeal and will provide for a reasonable time (but not less than 10 calendar days) to prepare such reply, grievance, or appeal, and will inform the employee of his/her right to representation. An additional copy of the proposed disciplinary action or notice of final decision will be given to the employee for the purpose of providing a copy to his/her representative, if desired.

Section 7. The Employer agrees that letter of reprimand will be removed from official personnel folders and destroyed after two (2) years.

ARTICLE XXVI

GRIEVANCE PROCEDURE

Section 1. COMMON GOAL: The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 2. SCOPE: This negotiated grievance procedure shall apply to any complaint

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning
 - (1) The effect of interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation or mis-application of any law, rule, or regulation affecting conditions of employment.

This grievance procedure does not apply to:

- a. A violation relating to political activities;
- b. Retirement, life insurance or health insurance;
- c. A suspension or removal for national security reason;
- d. Any examination, certification or appointment; or
- e. Classification of position which does not result in reduction in pay or grade for the employee.
- f. Reductions in force (except in cases involving alleged procedural errors).
- g. Termination of probationary employees for failure to qualify during the probationary period.
- h. Non-selection for promotion when the sole basis is the allegation that the individual is better qualified than the person selected.

Nothing in this section shall prevent employees from exercising their right to file a formal grievance on the matter in accordance with this agreement.

Section 3. A grievance may be undertaken by the Union, an employee or a group of employees. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Union is given an opportunity to be present during the grievance proceedings. In exercising their rights to present a grievance, employees and/or representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

Section 4. PROCEDURE: The following procedures are established for the resolution of grievances:

a. Step 1: The grievance shall first be taken up by the grievant (and representative or Steward, if he/she elects to have one) with the immediate supervisor or the lowest level management official with authority to render a decision. The grievance must be initiated within twenty-one (21) calendar days of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within twenty-one (21) calendar days of the date that the grievant became aware of the incident. A decision will be given to the grievant within seven (7) calendar days after presentation of the grievance. Such decision will be in writing and every effort shall be made to insure that it is clearly communicated and understood. Included with such decision shall be a written statement indicating the grievant's right to submit this grievance to step 2 of the grievance procedure.

Step 2: If the grievance is not resolved at step 1, the grievance may be reduced to writing by the aggrieved and his/her representative, and submitted along with the written decision given at that step, to the next higher supervisor (normally a Department Manager) within fourteen (14) calendar days after receipt of the written decision given at step 1. (However, if the immediate supervisor at step 1 was the Department Manager, the grievance will bypass step 2 and proceed to step 3. The official at this level shall render a decision in writing within fourteen (14) calendar days.

Step 3: If the grievance is not resolved at step 2, the written grievance and the step 2 decision letter may be submitted within fourteen (14) calendar days to the Officer in Charge. After a full review, investigation and meeting, if deemed necessary, within 14 calendar days of receipt of the grievance, the Officer in Charge shall issue a final written decision.

b. General. If a unit employee is supervised by an official not specifically identified above, the grievance would initiate with that official as step 1, or step 2, as appropriate. In no circumstances, does the grievance procedure exceed three steps. The Union shall be given copies of decision letters at each step, as appropriate.

c. The Union may refer the issue to arbitration by submitting a written request to the Employer within thirty (30) calendar days from the date of the step 3 decision. A request for arbitration shall be valid only if signed by the Union President or Acting President.

Section 5.

a. A grievance may be terminated at any time management and the Union agree to do so.

b. Failure of the Employer to meet the time limits prescribed in the grievance procedure will permit the employee to proceed to the next step of the grievance procedure. Failure of the employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. The time limits may be extended by mutual consent of the Parties at any step of the grievance procedure.

Section 6. UNION/EMPLOYER GRIEVANCES:

A grievance must be filed within twenty-one (21) calendar days of the incident which gave rise to the grievance or at any time in the case of a continuous violation of law, rule, regulation or this agreement. The grievance shall be initiated by the Officer in Charge or the Union President. The parties shall meet to discuss the grievance within fourteen (14) calendar days. The responding party will render a decision within fourteen (14) calendar days following the meeting between the parties. The charging party may invoke arbitration if dissatisfied with the decision.

ARTICLE XXVII

ARBITRATION

Section 1. RIGHT TO ARBITRATION: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as grievant or as representative of the employee grievant(s), may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President, and submitted within thirty (30) calendar days following receipt of the decision by the aggrieved party.

Section 2. SELECTING THE ARBITRATOR: Within seven (7) calendar days from the date of receipt of a valid arbitration notice, the Parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The Parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. A flip of a coin shall determine which party strikes the first name. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3. FEES AND EXPENSES: The arbitrator's fees and expenses shall be borne equally by the Employer and the Union. The Employer and the Union shall share equally in the expenses of any mutually agreed upon services in connection with an arbitration inquiry or hearing.

Section 4. ARBITRATION PROCESS:

a. The process to be utilized by the arbitrator may be one of the following:

(1) A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator, with a request for a decision based upon the facts presented.

(2) An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).

(3) A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

(4) A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision without an opinion.

b. The Parties may mutually agree on a stipulation of facts to the arbitrator or they may mutually request an inquiry, mini-arbitration or hearing.

c. The Parties may mutually direct the arbitrator to simplify or eliminate a written opinion when using the process in (1), (2), or (3) above.

d. The arbitration hearing or inquiry shall be held on the Employer's premises during the regular day-shift work hours of the basic work week. An employee of the Unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the week(s) of the hearing on which they are involved.

Section 5. TIME LIMIT: The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the Parties otherwise agree.

Section 6. ARBITRATOR'S AUTHORITY: The arbitrator's decision(s) shall be final and binding and the remedy shall be effected in its entirety.

Section 7. ARBITRATOR'S AUTHORITY INDISPUTES OVER THE AGREEMENT: The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this agreement, Agency policy etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this agreement or Agency policy.

Section 8. EXCEPTIONS:

a. Either Party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

ARTICLE XXVIII

DURATION AND CHANGES

SECTION 1. This agreement as executed by the Parties shall remain in full force and effect for a period of three (3) years from the date of its approval by the Secretary of the Navy or on the 31st day of this agreement's execution by the Parties, subject to the requirements of law, rules or regulations. Thereafter, the Agreement shall be renewed for an additional three (3) years dating from the initial termination date unless between one-hundred five (105) days and sixty (60) calendar days prior to the initial termination date either Party gives written notice to the other of its desire to amend or modify the Agreement. The notice must be acknowledged by the other Party promptly upon receipt. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

Section 2. AMENDMENTS AND SUPPLEMENTS: This Agreement may be amended and/or supplemented as follows:

a. In accordance with the provisions of the Articles entitled "Negotiations" and "Union Rights and Representation."

b. At any time by mutual consent of the Parties under the provisions of the Agreement. Such proposal shall indicate the Articles to be amended and/or supplemented. When a proposal is submitted, representatives of the Parties shall meet to negotiate the proposed amendment(s) and/or supplement(s). Such negotiations will be entered into within fifteen (15) workdays after receipt of the proposal. Any agreement reached as a result of such negotiation shall be signed by the Employer and the Union in the same manner as this Agreement.

c. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of this agreement. A proposal by either Party to negotiate such amendments (s) or supplements shall cite the pertinent law or regulation and the article(s) of this agreement affected. When such a proposal is submitted, representatives of the Employer and the Union shall meet within fifteen (15) workdays to negotiate the requested amendment(s) or supplement(s).

Section 3. EFFECTIVE DATE, AMENDMENTS AND SUPPLEMENTAL AGREEMENTS:

Amendments and supplemental agreements shall be signed by the members of both negotiating committees, signed by the Union President and the Officer in Charge and shall become effective on the date of its approval by the Secretary of the Navy or on the 31st day of the Agreement's execution by the Parties, subject to the requirements of law, rules or regulations. They shall remain effective concurrent with this basic agreement.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on this 21st day of October 1987.

FOR THE NATIONAL
FEDERATION OF
FEDERAL EMPLOYEES
LOCAL 1451

FOR NAVY EXCHANGE NAVAL
TRAINING CENTER
ORLANDO, FLORIDA

President

MEMBERS OF THE NEGOTIATING TEAMS

NATIONAL FEDERATION OF
FEDERAL EMPLOYEES

NAVY EXCHANGE

Chief Negotiator

Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Approved by the Secretary of the Navy on 8 January 1991.