

**AGREEMENT**

**Between the**

**NAVY EXCHANGE**

**KINGS BAY, GEORGIA**

**and the**

**AMERICAN FEDERATION**

**OF**

**GOVERNMENT EMPLOYEES**

**LOCAL 1845**

**2017-2020**

## TABLE OF CONTENTS

Article #	Contents	Page #
	<b>PREAMBLE</b>	<b>1</b>
	<b>TERMS AND DEFINITIONS</b>	<b>2</b>
	<b>INTRODUCTION</b>	<b>3</b>
<b>1</b>	<b>RECOGNITION AND UNIT DESIGNATION</b>	<b>4</b>
<b>2</b>	<b>PROVISIONS OF LAW AND REGULATIONS</b>	<b>4</b>
<b>3</b>	<b>MATTERS SUBJECT TO DISCUSSION AND NEGOTIATIONS</b>	<b>5</b>
<b>4</b>	<b>EMPLOYER RIGHTS</b>	<b>6</b>
<b>5</b>	<b>RIGHTS OF ASSOCIATES</b>	<b>7</b>
<b>6</b>	<b>UNION RIGHTS</b>	<b>8</b>
<b>7</b>	<b>VOLUNTARY ALLOTMENT OF UNION DUES</b>	<b>10</b>
<b>8</b>	<b>OFFICIAL TIME</b>	<b>11</b>
<b>9</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	<b>12</b>
<b>10</b>	<b>STANDARDS OF CONDUCT</b>	<b>13</b>
<b>11</b>	<b>PROMOTIONS AND PLACEMENTS</b>	<b>13</b>
<b>12</b>	<b>DETAILS/TEMPORARY PROMOTIONS</b>	<b>14</b>
<b>13</b>	<b>WORK SCHEDULES/HOURS OF WORK</b>	<b>14</b>
<b>14</b>	<b>OVERTIME</b>	<b>16</b>
<b>15</b>	<b>PAY PROVISIONS</b>	<b>16</b>
<b>16</b>	<b>DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY</b>	<b>18</b>
<b>17</b>	<b>HOLIDAYS</b>	<b>19</b>
<b>18</b>	<b>ANNUAL LEAVE</b>	<b>20</b>
<b>19</b>	<b>SICK LEAVE</b>	<b>20</b>
<b>20</b>	<b>LEAVE WITHOUT PAY</b>	<b>23</b>
<b>21</b>	<b>OTHER PAID LEAVE</b>	<b>23</b>
<b>22</b>	<b>FAMILY MEDICAL LEAVE</b>	<b>24</b>
<b>23</b>	<b>JOB/POSITION DESCRIPTIONS</b>	<b>25</b>
<b>24</b>	<b>HEALTH, SAFETY, AND MEDICAL TREATMENT</b>	<b>26</b>
<b>25</b>	<b>BUSINESS BASED ACTIONS</b>	<b>27</b>
<b>26</b>	<b>DISCIPLINARY ACTIONS</b>	<b>28</b>
<b>27</b>	<b>CONTRACTING OUT</b>	<b>30</b>
<b>28</b>	<b>GRIEVANCE PROCEDURE</b>	<b>30</b>
<b>29</b>	<b>ARBITRATION</b>	<b>33</b>
<b>30</b>	<b>UNFAIR LABOR PRACTICES</b>	<b>34</b>
<b>31</b>	<b>PERFORMANCE APPRAISALS</b>	<b>34</b>
<b>32</b>	<b>WAGES SURVEYS</b>	<b>35</b>
<b>33</b>	<b>TRAINING AND DEVELOPMENT</b>	<b>35</b>
<b>34</b>	<b>EMPLOYEE SERVICES</b>	<b>36</b>
<b>35</b>	<b>USE OF EMPLOYER FACILITIES</b>	<b>37</b>
<b>36</b>	<b>PUBLICIZING THE AGREEMENT</b>	<b>37</b>
<b>37</b>	<b>DURATION</b>	<b>38</b>
<b>APPENDIX A</b>	<b>OFFICIAL TIME FORM</b>	<b>39</b>
<b>APPENDIX B</b>	<b>HOLIDAY OBSERVANCE CHART</b>	<b>40</b>
<b>APPENDIX C</b>	<b>ABSENCE RECORD, NES 241</b>	<b>41</b>

## PREAMBLE

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

a. This Agreement made by and between the Navy Exchange (NEX), Naval Submarine Base, Kings Bay, Georgia, hereafter referred to as “Employer” and “Management” and the American Federation of Government Employees (AFGE), AFL-CIO, Local 1845, hereinafter referred to as the “Union”.

b. WHEREAS it is the intent and purpose of the Parties hereto to promote and improve the effectiveness and efficiency of the Federal Service and the well-being of its Associates through the provisions of Title 5, United States Code (USC), Chapter 71 Civil Service Reform Act (CSRA), meaning of Title VII, Public Law 95-454 (Federal Service Labor-Management Relation), and NAVY EXCHANGE SERVICE COMMAND (NEXCOM) HUMAN RESOURCES policies and procedures to establish a basic understanding relative to personnel policies and practices and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of interest at the NEX, Naval Submarine Base, Kings Bay, Georgia.

This agreement is between the NEX, Naval Submarine Base, Kings Bay, Georgia and the Union. The Employer and Union agree that this Collective Bargaining Agreement (CBA):

- (1) States the policies, procedures and methods that govern working relationships between “Management” and the “Union”
  - (2) States matters of mutual concern.
  - (3) Enhances efficient and economical operations.
  - (4) Strives to meet the following objectives:
    - (a) Ensure employee participation developing and implementing civilian personnel policies and procedures.
    - (b) Provide the highest degree of efficiency and effectiveness in mission accomplishment.
    - (c) Promotes Labor-Management cooperation.
    - (d) Facilitates resolution of disputes, grievances and appeals. Presents the agreement in clear and concise language.
    - (e) Now therefore, the Parties hereto agree as follows:

## TERMS AND DEFINITIONS

Matters appropriate for negotiation between the parties are matters affecting conditions of employment so far as may be appropriate under law, rule and regulations including published Agency rules or regulations for which no compelling need is determined to exist under procedures established by the Federal Labor Relations Authority (FLRA); procedures Management will observe in exercising its authority under 5 USC 7106; and appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106. The following definitions of terms used in this Agreement shall apply:

a. **CONSULTATION:** In this agreement, the term “consultation” is defined as any dialogue either oral or written between the management and the union on a specific issue or issues. Unlike negotiation, consultation does not require mutual agreement between management and the union. The purpose of consultation is to provide the union notification and an opportunity to express its views and offer recommendations. Consultation results in Management decision.

b. **NEGOTIATION:** The term “negotiate,” as used throughout this contract, refers to the obligation of the parties as defined in 5 USC 7114 to bargain in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, with the view toward arriving at a CBA.

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

d. **AMENDMENTS:** Negotiated modification to the Basic Agreement adding, deleting, or changing portions, sections, or articles of the Agreement.

e. **SUPPLEMENTS:** Additional articles negotiated to cover matters not adequately covered by Basic Agreement.

f. **EMERGENCY SITUATION:** A situation that poses sudden, immediate, and unforeseen requirements as a result of natural phenomena or other circumstances beyond reasonable control or ability to anticipate.

g. **UNION OFFICIAL AND/OR UNION REPRESENTATIVE:** Any accredited National representative of the Union, and the duly elected or appointed officials of the Local, including the stewards.

## INTRODUCTION

I. Pursuant to policy set forth in the Civil Service Reform Act of 1978 (P.L. 95-454), hereinafter referred to as the Statute, and subject to all applicable Executive Orders, laws and other statutes, the following Articles constitute an agreement by and between the Navy Exchange, Naval Submarine Base, Kings Bay, Georgia, hereinafter referred to as the “Employer”, and the American Federation of Government Employees (AFGE), Local 1845, hereinafter referred to as the “Union”.

II. The Parties recognize that experience in both private and public employment indicates that the statutory protection of the rights of Associates to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between Associates and the Employer involving conditions of employment; and the public interest demands the highest standards of Associate performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Associate performance and the efficient accomplishment of the operations of the Government.

III. Therefore, the Parties recognize that labor organizations and collective bargaining in the Federal Service are in the public interest. The Parties further recognize the purpose of the Statute is to prescribe certain rights and obligations of the Associates of the Federal Government, and to establish procedures, which are designed to meet the special requirements and needs of the Government. Such provisions shall be interpreted in a manner consistent with the requirements of an effective and efficient Government.

IV. Reference to “Officials” shall mean Officials and/or Officers of both the Employer and the Union, unless otherwise specified.

In recognition of the respective rights and obligations of the Parties, the Employer and the Union agree as follows:

**ARTICLE 1**  
**RECOGNITION AND UNIT DESIGNATION**

**Section 1.** The Employer recognizes that the Union is the exclusive representative of all Associates in the Unit, (as defined in Section 2 below). The Union recognizes the responsibility of representing the interests of all such Associates without discrimination and without regard to organization membership with respect to grievances, personnel policies, practices and procedures or other matters affecting general working conditions, subject to the express limitations set forth in sections 2 and 3 below.

**Section 2.** The Employer recognizes AFGE Local 1845 as the exclusive representative of all Associates in the bargaining unit. The Unit to which the Agreement is applicable is composed of all Non-appropriated fund Associates in the Navy Exchange, Naval Submarine Base, Kings Bay, Georgia, excluding all appropriated fund associates, professional associates, supervisors, management officials, confidential associates, associates engaged in personnel work in other than a purely clerical capacity, and employees described in 5 USC 7112 (b) (6) and (7).

**Section 3.** For the purpose of this Agreement, types of employment are defined as follows:

a. Regular full-time Associates serve in continuing positions on a regularly scheduled workweek of 35 hours or more.

b. Regular part-time Associates serve in continuing positions for a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis.

c. Flexible Associates serve in continuing or temporary positions up to 40 hours per week. The work may be scheduled in advance or may be on an as-needed, intermittent basis. Flexible category Associates are most appropriately used in temporary or seasonal roles and are not considered as “core” staff. Flexible Associates may not participate in the insurance and retirement programs. Flexible time spent in a position does not count towards seniority status.

**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;

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 which conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiation 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 CBA and administrative policies, provisions of the CBA prevail.

**Section 4.** Whenever language in this agreement refers to specific duties or responsibilities of the Employer, it is intended only to provide a guide as to how a situation may be handled. In accordance with Title 5 of the U.S.C. Chapter 71 section 7106, Management Rights, the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

### **ARTICLE 3 MATTERS SUBJECT TO DISCUSSION AND NEGOTIATIONS**

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

**Section 2.** The Employer will present the changes, described in Section 1, to the Local Union President, or designee, orally and/or in writing prior to implementation. If oral notification is given, the Employer agrees to follow with written notification. Except for the provisions outlined in Article 4, Employer Rights, the Union is entitled to meet with the Employer and/or file written/oral comments. If an oral reply is provided, the Union agrees to follow with a written reply. The Union will notify the General Manager, or designee, within seven calendar days if it intends to meet and/or provide input. Such meeting and/or input will occur within ten calendar days of the Union's notification of intention to meet. The meeting and/or input will result in either written or oral resolution of the proposed change. Failure of the Union to exercise the option to negotiate or to respond as provided above will be considered acceptance of that specific change in working conditions. These time limits may be extended by mutual agreement of the parties.

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

**Section 4.** Either party desiring or having a requirement to discuss appropriate matters with the other shall normally give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the situation which generated the cause for discussion.

#### **ARTICLE 4 EMPLOYER RIGHTS**

**Section 1.** It is agreed and understood that in accordance with 5 U.S.C. 7106, 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 the numbers, types, and grade of Associates, or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. procedures which management officials of the employer 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 5 RIGHTS OF ASSOCIATES**

**Section 1.** In accordance with 5 U.S.C. 7102, 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, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Associates.

**Section 2.** The Associate shall be given the opportunity to be represented at any examination of the Associate 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.

**Section 3.** The Employer shall annually inform the Associates in the Unit of their rights pertaining to Section 2 of this article.

**Section 4.** The rights of an exclusive representative under the provisions of the Federal service Labor Management Relations Statute shall not be construed to preclude an associate from:

a. being represented by an attorney or other representative, other than the exclusive representative, of the associate's own choosing in any grievance or appeal action; or

b. exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this CBA

**Section 5.** Contributions for fund drives, gifts, donations, or similar types of situations will be voluntary. Any practice that compels, coerces or causes 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 6.** Associates have the right to communicate with the below listed officials/individuals during working hours concerning personal matters provided they obtain their supervisor's approval prior to the visit.

a. The Human Resources Office (HRO); Equal Employment Opportunity (EEO) office, a supervisor or management official of higher rank than the associate's immediate supervisor; Associate Assistance Program office; Health and Safety Office.

b. Associates wishing to contact their union representatives will do so in accordance with Article 8, Official Time.

## **ARTICLE 6 UNION RIGHTS**

**Section 1.** In accordance with applicable laws, rules, and regulations and this Agreement, the Union President or his/her designee 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 representative duties; and

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 the agency and one or more Associates in the unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment. The Union's right to be present shall not extend to informal discussions.

**Section 3.** The Employer agrees to recognize one steward for every 50 associates. Stewards shall be Associates in the Unit. The Union shall equitably distribute the appointment of stewards in work areas so as to provide reasonable access by Unit Associates to a steward. Union retains the right to designate Non-Associate Union representatives in lieu of the associate representative.

**Section 4.** 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 including stewards, who are authorized to act on behalf of the Union in any phase or proceedings as authorized under this Agreement.

**Section 5.** It is agreed that, upon request from a duly authorized representative of the Union, the Employer will make arrangements for admission of Union representatives, who are not Employees in the Unit, for the purpose of meeting with officials of the Employer during working hours. The Union will notify the General Manager or an appointed designee of the visit and the purpose thereof. That official will then pass the information to the appropriate supervisor and any others who need to know. Representatives of the American Federation of Government Employees who are not employed by the Navy Exchange Service Command and who have business to conduct with the Employer and/or a bargaining unit Employee(s) will be allowed to conduct such business and visit the Employer as required. Visitation will be arranged through the (HRO). Such representatives shall not interfere with the work of the Associates of the facility during duty hours. Representatives who are authorized patrons and are visiting for reasons unrelated to their representational duties, or are performing non-Union professional duties are not requested to notify the Employer of their visit.

**Section 6.** 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 may authorize annual leave or leave without pay as appropriate, for such Associates provided at least two weeks advance notice is given in writing and the associate's services can be spared.

**Section 7.** Stewards will contact the appropriate supervisor or if not available use Chain-of Command and request to meet to discuss relevant issues, in accordance with Article 8, Official Time.

**Section 8.** As part of the orientation process, the Union will be provided fifteen minutes during the Orientation to cover labor relations law, the provisions of this Agreement and other agreements between the Employer and the Local. Solicitation of Associates, and speaking negatively of the Employer, will not occur.

**Section 9.** The Employer agrees to allow the Union space on the recreation committee bulletin board in the main store and the "communication café" bulletin boards at the outlying locations to post monthly Union newsletters. The Union will be responsible for posting, removing, and maintaining its assigned bulletin board space in orderly conditions. Material that is to be posted on the bulletin boards will be initialed by the senior Union representative in the Unit and a representative of the Employer. Material posted will not violate any law or regulation or the security of the Employer, or contain slanderous or libelous material. Any costs of printing shall be borne by the Union.

**ARTICLE 7**  
**VOLUNTARY ALLOTMENT OF UNION DUES**

**Section 1.** An Associate may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 (SF1187) submitted to the agency via the Union representative. The Union will submit these forms to the appropriate (HRO). The allotment will be effective the first full pay period after the SF1187 has been received by the HRO.

**Section 2.** The Union is responsible for: procuring SF1187 forms, distributing the form to its members, certifying the amount of the dues, delivering the completed forms to the HRO, educating its members on allotment and dues, its voluntary nature, and the uses and availability of the SF1187.

**Section 3.** It is understood that Union dues are a matter between the Union and the Associate and that the Employer acts only as an intermediary to assist in the collection and forwarding of such dues. The Employer shall not be responsible for any part of an allotment for any reason.

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

**Section 5.** Associates may revoke their SF1187, Request for Payroll Deductions for Labor Organization Dues, by completing SF1188 and submitting it to the Union office for signature. The Union will provide a copy to the HRO. The revocation becomes effective the first pay period following the date of enrollment provided the Associate has been enrolled for at least one year. 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 the Associate's anniversary date of enrollment into the Union.

**Section 6.** If the amount of regular dues is changed by the Union, the Employer will be notified, in writing, by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective the second pay period following the pay period during which the notice is received by the HRO, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

## **ARTICLE 8 OFFICIAL TIME**

**Section 1.** The Employer agrees that official time is authorized under Title 5 USC, Sections 7131 (a) and (c) during the time in which Union representatives/officers would otherwise be in a duty status.

**Section 2.** Any Associate representing the bargaining unit in the negotiation of a CBA, shall be authorized official time for such purposes, including attendance at impasse proceedings during the time in which the Associate would be otherwise be in a duty status.

**Section 3.** The Employer agrees that Stewards shall be permitted reasonable time, to contact Associates for discussion of grievances and other appropriate matters directly related to the work situation. It is agreed that unless previously arranged, stewards will contact his or her supervisor after one hour, to request additional time and an estimate of the time needed. The supervisor will approve or defer the remainder of the meeting based on business needs.

**Section 4.** Prior to leaving their assigned duties, Union Representatives 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 and request a TIME OUT SLIP, provided by Management. 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 supervisors are to be notified when the Union Representative, and the Associates they are representing, return to work. Completion of the TIME OUT SLIP will be accomplished by the Union Representative. Completion of the TIME OUT SLIP is required to properly record Union Member's time not allocated to production. The Official Time Out Request form can be found in the Appendix A.

**Section 5.** The Union representative will personally notify his or her supervisor upon return to duty. The representative shall report the period of absence under the procedures as prescribed by this article.

**Section 6.** In accordance with the Statute, any activities performed by any Associate relating to the internal business of the Local (including the solicitation of membership, election of Union officials, solicitation of dues and maintenance of dues check off agreement) shall be performed when the Associate is in a non-duty, or leave status.

**Section 7.** 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. One Steward in Crafts and Trade will receive up to forty (40) hours of non-productive pay per year for the term of this contract

not to extend past three (3) years. The Union will provide at least 14 calendar days advance notice and provide information concerning the content and schedule of the training. All requests are subject to approval of the supervisor based on mission needs.

**Section 8. Representational Functions**

a. The representational functions for which reasonable official time will be authorized as follows:

(1) Term Negotiations: Official time to prepare for and negotiate a basic CBA or its successor.

(2) Mid-term Negotiations: Official time used to bargain issues being raised during the life of the CBA.

(3) Dispute Resolution: Official time used to process grievances, up to and including, arbitrations and to process appeals of bargaining unit Associates to the various administrative appeals agencies such as the (FLRA and EEO, as necessary to the courts and associate contact.

(4) General Labor-Management Relations: Official time used for such matters as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, CBA administration, and union participation in formal meetings and investigative interviews.

**Section 9. Casual and Incidental Contact.** The Employer recognizes that casual and incidental contact, normally not to exceed ten minutes, occurs between Union representatives and Union Associates during the normal course of work. Such reasonable contact of short duration is acceptable.

**ARTICLE 9  
EQUAL EMPLOYMENT OPPORTUNITY**

**Section1.** 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.

**Section3.** An Associate alleging unlawful discrimination may use the EEO discrimination complaint procedure within appropriate time frames.

**Section 4.** Associates will be kept informed of the Employer’s EEO programs and how to use them. Coercion or reprisal against a complainant is prohibited and any such action will not be tolerated. Such Associates are assured of management’s confidentiality, though not anonymity, throughout the EEO process.

**Section 5.** An Associate may choose to use the Alternative Dispute Resolution process in order to resolve a discrimination complaint.

## **ARTICLE 10 STANDARDS OF CONDUCT**

**Section 1.** All Navy Exchange Associates are subject to and are expected to abide by the Government wide and Department of Defense (DoD) Laws, Rules, Regulations and Directions pertaining to Standard of Conduct and/or Ethical Conduct in accordance with applicable 5 Code of Federal Regulations (CFR), and DoD Laws, Rules, Regulations, and Directives.

**Section 2.** New hire on-boarding process and annual training for Associates should include Government wide Laws, Rules, and Regulations and DoD Directives pertaining to Standards of Conduct and/or Ethical Conduct.

**Section 3.** New Associates will be provided a copy of the Standards of Conduct during the on boarding process.

## **ARTICLE 11 PROMOTIONS AND PLACEMENTS**

**Section 1.** The Employer agrees to administer a promotion program designed to ensure means of selecting the best-qualified applicants for filling vacant positions. 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.

**Section 2.** 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. Associates will be placed by the Employer into positions where the needs are greatest or meaningful without having to compete for such positions. The Employer may reassign Associates at the same grade/band and pay level without having to compete for positions.

**Section 3.** Interested Associates must apply online for promotional opportunities for vacancies. The Employer must receive the Associates electronic application no later than the closing date of the position announcement. If an internal applicant meets minimum qualification they will be sent to the hiring manager.

**Section 4.** The Employer will notify applicants of their selection. Promotions will normally be effective on the first day of a pay period.

## **ARTICLE 12 DETAILS/TEMPORARY PROMOTIONS**

**Section 1. Details** – A detail is the temporary assignment of an associate, for a specified period, without any change in the Associate’s position or pay status to a position other than the one to which officially assigned, to perform duties separate and distinct from those of the official position, or to perform duties and responsibilities of a contemplated un-established position. During the period of detail, the associate remains assigned to his, or her, official position and his, or her, rights are based on the official assignment, not on the duties and responsibilities of the position to which detailed. Details are terminated as soon as the need no longer exists, but not later than 60 calendar days, as provided in the human resources rules and regulations.

**Section 2. Temporary Promotions** – A temporary promotion is warranted when an associate is required to perform the duties and responsibilities of a higher graded position during the extended absence of an incumbent and/or when a vacant position is required to be filled for an interim period until a permanent appointment can be made. Qualified individuals may be temporarily promoted for a period of 180 days or less on a noncompetitive basis.

**Section 3.** Details and temporary promotions will be in accordance with current Navy Exchange regulations.

## **ARTICLE 13 WORK SCHEDULES/HOURS OF WORK**

**Section 1.** The Union recognizes that the Navy Exchange is a service organization for the convenience of authorized patrons. Accordingly, the hours of operation and working hours will be determined by the Employer to provide optimum use of the facilities and provide the maximum service to patrons.

**Section 2.** 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 time record, in accordance with pay regulations and this Agreement.



**Section 3. Tour of Duty** - Tours of Duty is the hours of the day and the days within the administrative regular scheduled work period during which the Associate is required to perform service. Each administrative workweek will be from 0001 hours Sunday through 2400 hours Saturday. Within the administrative workweek, the basic workweek for Department of the Navy NAF Associates will not exceed 40 hours exclusive of meal times. The basic workweek may be scheduled over a period of six days, provided the total scheduled hours do not exceed 40 hours per week, exclusive of meal times. Two consecutive days off shall be provided in each administrative workweek, whenever possible.

**Section 4. Notification of Schedules** – Associates will be notified of their work schedules two (2) weeks in advance of their administrative work period during which the Associate is required to perform service. Each administrative workweek will be from 0001 hours Sunday through 2400 hours Saturday. Within the administrative workweek, the basic workweek for the Department of the Navy NAF Associates will not exceed 40 hours exclusive of meal times. Two consecutive days off shall be provided in each administrative workweek, whenever possible.

**Section 5. Light Duty** - The Employer, will consider, consistent with workload and skill requirements and with proper Medical Documentation per Government Wide Laws, Rules, and Regulations, the temporary assignment of Associates who are temporarily incapacitated for the normal duties of their assigned position. The Employer will attempt to reasonably accommodate Associates who are permanently incapacitated in accordance with applicable Government Wide Law, Rules, and Regulation.

a. Associates are encouraged to seek medical permission to return to full or light duty at the earliest practicable time consistent with prudent medical judgments and the Employer's determination of the availability of a compatible work assignment.

b. Associates who are ordered to report to light duty which is compatible with their existing medical restrictions and who fail to do so may be subject to disciplinary action.

**Section 6. Breaks/Meal Periods** – Breaks will be allowed for each Associate. Normally breaks will be taken at or near the mid-point between the start of the Associate's workday and the Associate's meal period, and if applicable the mid-point between the Associate's meal period and the end of the tour of duty. At no time will breaks be combined with an unpaid meal period. Normally, meal periods will be taken at or near the mid-point of the scheduled shift. Rest periods may not be utilized to shorten the workday.

**Section 7.** Per Navy Exchange policy break periods will be provided to Associates to express breast milk for their nursing child for up to one year after the child's birth. A private place, other than a restroom, will be provided to that associate for this purpose. Associates expressing milk during their normally scheduled break are in pay status. Any additional time outside of the normal scheduled break will require the use of annual leave or leave without pay. An absence record, NES 241 Form ("leave chit") will be submitted

for his/her normal time. A copy of the absence record, NES 241 Form can be found in Appendix C.

## **ARTICLE 14 OVERTIME**

**Section 1. Payment of Overtime** – It is recognized that the Employer has the right to require Associates to perform overtime work. However, the Employer will make every effort to avoid last minute changes to overtime assignments unless essential to operations. Overtime will not be used to reward or penalize Associate, nor will the participation or non-participation in voluntary overtime adversely affect performance appraisal ratings.

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 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 hours in a workweek or 8 hours in a day.

### **Section 2. Planned and Unplanned Overtime -**

a. **Planned overtime work procedures.** In the case of planned overtime, notice will be provided as far in advance as possible. When scheduling Associates for overtime work, the Employer will determine whether an Associate is qualified to perform the work.

b. **Unplanned overtime work procedures.** In the case of unplanned overtime, notice will be provided as far in advance as possible. The Employer will first ask for volunteers who are on duty. The Employer will determine whether an Associate is qualified to perform the work. If there is an insufficient number of volunteers overtime will be assigned by inverse seniority.

**Section 3.** Any complaint on the assignment of overtime will be processed in accordance with the Negotiated Grievance Procedure.

## **ARTICLE 15 PAY PROVISIONS**

### **PAY BANDING**

**Section 1.** Pay Banding is a system of position classification and pay setting and is a “pay for performance” system. The Employer has authority to establish, classify and approve pay band positions. The Office of Personnel Management, DoD, and NEXCOM

standards are used as guides for classification. Pay for bargaining unit Associates under pay banding will be administered in accordance with the Navy Exchange Human Resources rules and regulations which detail the classification process and contain paybanding level descriptions.

a. As long as sales and profits support budget, effort will be made to provide Associates annual merit increases and bonuses, as they may apply. A copy of supporting documentation will be provided upon request.

b. Within a specific department, pay banding Associates with the same performance review ratings issued under similar sales, profit and expense control results of that department will receive similar types of merit increases.

c. There are no set rates of pay within a pay band. It is not unusual for Associates to receive different rates of pay while performing the same type of work and/or working similar jobs within the same pay band. Associates are encouraged to keep salaries confidential because they are personal in nature, except for representational purposes. Salaries will represent individual Associate's achievements, work ethics, values, indicates performance quality, production, etc.

d. At minimum, when sales support budget, Associates with a minimum of one year of continuous service who receive an annual review rating of "fully successful" will receive no less than one per cent (1%) merit increase. Associates who receive an annual review of "outstanding" will receive no less than a one and a half per cent (1 ½%) merit increase.

e. If a merit increase would place an associate's rate of pay above the maximum for the pay band, a merit increase an associate would otherwise receive will be paid as a bonus.

## **CRAFT AND TRADES**

**Section 2.** The DoD Wage and Salary Division determines pay rates for Craft and Trade Associates in accordance with Public Law 92-392.

a. Time in Grade Adjustments are provided to Associates in accordance with Public Law 92-392. Associates must be in a craft and trade position, meet the time in grade requirements, and must have received at least a satisfactory work performance review.

b. Wage Schedule Adjustments are provided annually to Associates in accordance with the rates provided by the DoD Wage and Salary Division.

**Section 3.** Work Performance Reviews will not be rated lower for the sole purpose of avoiding the payment of appropriate step increases, pay schedule adjustments, or time in

grade adjustments. Associates may grieve work performance reviews in accordance with the Negotiated Grievance Procedure.

**Section 4. Wage Schedule Adjustments-** Annual across-the board adjustments will be effective on the first pay period beginning on or after the order date of the new DoD Wage Setting Division wage schedule. Associates who have been employed with the Employer for a minimum of ninety calendar days and who have received a satisfactory work performance review on record will receive these adjustments.

**Section 5.** Time In Grade waiting periods are as follows:

Step 1: The first step in the progression of step increases

Step 2: 26 calendar weeks of satisfactory service in step 1.

Step 3: 78 calendar weeks of satisfactory service in step 2.

Step 4: 104 calendar weeks of satisfactory service in step 3.

Step 5: 104 calendar weeks of satisfactory service in step 4.

## **ARTICLE 16 DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY**

### **Section 1. Craft and Trade Associates**

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

b. **Sunday Premium Pay** - In accordance with Government Wide Laws, Rules, and Regulations, Employees working on Sundays are entitled to a Sunday premium of twenty-five percent pay (25%) for the hours worked on Sunday.

c. **Holiday Premium Pay** - Refer to Article 17, sec. 3, (Holiday Pay).

**Section 2. Pay Banding Associates** – Premium payments may be paid at the discretion of management in consideration of prevailing practice at other retail organizations in the locality for store operations and in the hospitality industry for Navy Lodges. As the prevailing practice in the retail industry in Kings Bay, Georgia and surrounding area is to not pay shift differential and Sunday Premium payments, associates are not entitled to such payments.

**Section 3. CALL BACK** – Associates called back to duty shall be guaranteed a minimum of two (2) hours of pay.

**ARTICLE 17  
HOLIDAYS**

**Section 1.** The following are legal holidays:

New Year's Day	January 1
M.L. King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Any other day proclaimed by Federal Law or Executive Order.

**Section 2.** **Holiday Pay Eligibility** - All eligible Associates as described below will receive holiday pay (plus CT shift differential as applicable) as long as they are not in a leave without pay status their last scheduled work day before the holiday or the next scheduled work day after the holiday.

a. **Regular Full Time** - Regular full time Associates will be granted holiday pay.

b. **Regular Part Time** - Regular part time Associates who work a minimum of five days a week will be granted holiday pay. Regular part time Associates who work less than five days per week will be granted holiday pay only if the holiday falls on a day that the Associates is scheduled to work.

c. **Flexible** - Flexible Associates who have been employed for at least ninety (90) calendar days, or are expected to have a tour of duty that exceeds 90 calendar days, are eligible for holiday pay. Flexible Associates who work less than five days per week will be granted holiday pay only if the holiday falls on a day that the Associate is scheduled to work. Flexible Associates who work a minimum of five days a week will be granted holiday pay.

**Section 3.** **Holiday Pay** - Associates eligible for holiday pay, as defined in Section 2, will receive holiday pay for the hours scheduled to work on the holiday, not to exceed eight hours.

**Section 4.** **Holiday Observance Day** – To determine the workday on which a holiday will be observed when the holiday occurs on one of the Associates two non-workdays, refer to the Holiday Observance Chart in Appendix B. The Holiday Observation Chart is applied to regular and flexible Associates who are scheduled to work at least five days

per week. Associates who work a Monday through Friday schedule will observe the holiday in accordance with the federally designated day of observance.

## **ARTICLE 18 ANNUAL LEAVE**

**Section 1.** Consistent with the needs of the Employer, annual leave should be requested in a timely manner at least two weeks in advance. Requests for annual leave will normally be approved or disapproved by the Associate's supervisor within seven calendar days. In an emergency, the Employer may cancel such leave for increased work load reasons. Annual leave will be earned and accrued in accordance with applicable Government Wide Laws, Rules, and Regulations.

**Section 2. 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 90 calendar days before annual leave can be used. If the Associate separates prior to the completion of 90 calendar days, no leave will be paid out. Flexible Associates who have leave balances and have met the 90 calendar day waiting period will be paid one-half of their current unused "annual/sick" leave balance at separation.

**Section 3. Excess Leave** - Both parties will encourage Associates to use their annual leave to avoid being in a "use or lose" annual leave situation. Associates must reduce their leave balance to the maximum of 240 hours by the end of the leave year. 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 4.** The initial increment of annual leave used is ½ hour. After the initial ½ hour, annual leave will be paid in increments of one-tenth (6 minutes) of an hour.

**Section 5. Short Notice Annual Leave Requests** – Short or no-notice annual leave will be approved in accordance with business needs. Emergency leave requests will be considered on a case-by-case basis.

## **ARTICLE 19 SICK LEAVE**

**Section 1.** Sick Leave is accrued in accordance with Government-wide laws, rules and regulations.

**Section 2.** Sick Leave may be used for medical, dental and/or optical examinations. Requests should be made in advance, whenever possible. Doctor's appointments should be scheduled during off duty hours. However, when this is not possible, Sick Leave may 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 is required to notify the Employer as soon as possible, but no later than one (1) hour prior to the start of the Associates shift. The Parties agree that under emergency circumstances the above may not apply. The Associate or their designee, in cases of emergency, should relate the reason for the Associate's absence and the estimated return date if possible. If there are any developments which may change the return date, the Associate or their designee, in cases of emergency, should again advise the Duty Manager by phone.

**Section 4.** The appropriate authority may authorize Sick Leave for regular Associates who have sick leave to their credit. A doctor's certificate or other administratively acceptable evidence may be required at any time. If required, a doctor's certificate must include the nature of the illness (diagnosis) and the probable duration of the condition (prognosis). In order to preserve confidentiality, Associates will submit the medical certification directly to Human Resources, who will review to determine if the medical certification meets the Employer's requirements. If yes, the appropriate supervisor will be notified to approve the use of leave. If no, Human Resources will notify the Manager and work with the Associate to resolve.

It is agreed and understood that the Employer has the right to require that an Associate furnish medical certification for each absence for which the Associate claims was due to incapacitation for duty, for example, but not limited to:

a. There is a discernible pattern of unannounced Sick Leave absence on the first day and or the last day of the workweek or there is other reasonable evidence that the Associate has abused Sick Leave privileges within the previous six (6) month period.

b. The Associate using Sick Leave as a result of a chronic illness requiring hospital confinement covered by a supporting doctor's statement shall not be accused of abusing Sick Leave unless there is evidence to the contrary.

**Section 5.** Medical certification may be required at any time when there is sufficient reason to believe the Sick Leave privilege is being abused. Medical certification is defined as a written statement signed by a registered practicing physician or other medical practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability, while the patient was receiving professional treatment. To be acceptable, the certification must specify the nature of the condition and the time period of the incapacity for duty for which Sick Leave is requested.

**Section 6.** In those cases where there is sufficient reason (i.e. unacceptable use of short periods of Sick Leave) to believe that the Sick Leave privilege is being abused, Associates will be counseled in an 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

requirement will be removed, otherwise the issued letter of requirement will remain in effect until the Associate demonstrates responsible use of Sick Leave.

**Section 7.** Upon request by the Associate, an approved absence which would otherwise be chargeable to Sick Leave may be charged to Annual Leave.

**Section 8.** 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. Associates serving under a current Letter of Requirement or Sick Leave abuse may not be eligible for advance Sick Leave.

**Section 9.** Unless submitted prior to an absence, Associates will submit an Absence Record, NES 241, to their Supervisor immediately upon return to work. The initial increment of Sick Leave used is 1/2 hour. After the initial ½ hour, Sick Leave will be paid in increments of one-tenth (6 minutes) of an hour. A copy of the Absence Record, NES 241 can be found in Appendix C.

**Section 10.** The Employer will treat as confidential any medical information given by an Associate in support of Sick Leave or request of Sick Leave. The Employer may disclose such information subject to the Privacy Act and HIPAA obligations for work reasons on a need to know basis.

**Section 11.** The Family Friendly Leave Act (FFLA) will be administered in accordance with Government wide laws, rules, regulations and Sick Leave may be authorized for:

a. Serious health has the same meaning as found in the Family and Medical Leave Act of 1993.

b. A family member who is incapacitated as a result of mental illness, injury, pregnancy, or child birth, or who receives medical dental or optical examination or treatment.

c. An Associate to make arrangements necessitated by the death of a family member and to attend the funeral of a family member.

d. When an Associate must be absent from duty for purposes related to the adoption of a child, including appointments with adoption agencies, social workers and attorneys, court proceedings, required travel and other activities necessary to allow the adoption to proceed.

**Section 12. Leave Share** - This program allows coworkers to transfer some of their annual leave to a fellow coworker. This is a voluntary program designed to ease emotional and financial stress that may occur when an associate becomes ill and exhausts all of his or her Sick and Annual leave. The leave share program shall be administered in accordance with the Navy Exchange Human Resources rules and regulations.



**ARTICLE 20  
LEAVE WITHOUT PAY**

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. Leave without pay may be approved in accordance with the current Navy Exchange Human Resources Policy Manual.

**ARTICLE 21  
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 by the General Manager 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. regular Associates donating blood (for which the associate is not paid) and the necessary time for travel and recuperation;
- c. when operations are interrupted by extreme weather conditions, serious interruption to public transportation services or disasters such as fire, flood or other natural phenomena;
- d. to obtain medical services required by the Employer; and
- e. for the initial examination or emergency treatment by a physician or medical facility for an on the job injury provided the examination or emergency treatment is on the same day or the day immediately following the on the job injury.

**Section 3. Excused Leave.** The General Manager, or their designated representatives may authorized excused absence (time off with pay) to Associates for brief periods of absence or tardiness due to circumstances that are beyond the Associate's control.

**Section 4. Court Leave** - Upon advance submission of a court order, subpoena, summons, or any other judicial notification, regularly scheduled full time and part time Associates shall be granted paid court leave for jury duty; to appear in court in an unofficial capacity as a witness on behalf of the U.S. Government or the Government of the District of Columbia; and to appear in court in an unofficial capacity as a witness on behalf of private parties where the U.S., the District of Columbia, a state or local government is a party to the proceedings. The court may be a Federal, District of

Columbia, state or local governmental-unit court. This provision does not apply to an Associate appearing as a witness in a judicial proceeding which involves only private parties.

Upon completion of court leave, the Associate will submit a certified record of attendance from the court. Associates must reimburse the Employer court fees paid for service as a juror or witness. Monies paid to jurors or witnesses that are in the nature of expenses (e.g., transportation) do not have to be reimbursed. Court fees must be turned into the servicing payroll office.

**Section 5. Military Leave** - will be granted in accordance with Government Wide Laws, Rules, and applicable Regulations including USERRA regulations to regular Associates, who are called to active duty, or active duty for training. The Associate must present a copy of their orders when requesting such leave. Upon completion of military duty, the Associate will submit a certified copy of the completed military orders.

## **ARTICLE 22 FAMILY MEDICAL LEAVE**

**Section 1.** Eligible Associates, who have completed at least twelve months of active service, may be granted up to twelve weeks of unpaid leave during a twelve month period for one or more of the following reasons:

- a. birth and care of a newborn.
- b. placement of a child with Associates for adoption or foster care.
- c. care of a spouse, son, daughter or parent with a serious health condition.
- d. serious health condition of the associate's that makes the associate unable to perform the essential functions of his or her position.
- e. any one, or more, of the nine qualifying exigencies, as defined by the Department of Labor, Fact Sheet 28m(c), 2013, arising out of the fact that the Associate's spouse, son, daughter, or parent is on covered duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

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

**Section 3.** Associates will apply for Family Medical Leave at least 30 calendar days before the date of leave is commenced, when the leave is foreseeable. In emergency situations, notice from the Associate's spouse, family member, or other responsible party would suffice until the Associate is able to contact the supervisor/Employer to provide

additional information. This request shall include the type(s) of leave (Annual, Sick, Leave without Pay) desired, approximate dates, and anticipated duration. Application forms and guidance are available in the HRO. Appropriate certification will accompany the application form.

**Section 4.** Upon return from leave, eligible Associates may be restored to their original position or equivalent position with equivalent pay, benefits, and 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 laws, rules, and regulations.

## **ARTICLE 23 JOB/POSITION DESCRIPTIONS**

**Section 1.** Upon initial assignment, the Employer agrees to furnish each Associate with a current Job/Position Description (PD). If the description is revised, the Associate will be provided a copy.

**Section 2.** The Employer retains the right to change an Associate's PD.

**Section 3.** PDs 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 limit management's right of assignment. PDs for each Associate will be maintained in accordance with applicable laws and regulations. The PD contains the Associate assigned duties which are regular, recurring, and of substantial importance to the position. All PDs will be in accordance with Office of Personnel Management (OPM), and Department of Defense (DoD) regulations.

**Section 4. Inaccurate Position Description/Job Description:** Associates who believe their PD is inaccurate may meet and discuss this matter with their supervisor for clarification. If the Employer agrees that the PD requires revision, the Employer will initiate corrective action. When differences concerning the accuracy of a PD, other than title, series, or grade, cannot be resolved between the supervisor and the employee, the employee may grieve under the Negotiated Grievance Procedure, Article 28, by filing a grievance at step one within 15 days of discovery.

**Classification Complaints for Pay Band Associates** - may grieve the accuracy of the job description in accordance with Article 28, Grievance Procedure.

**Section 5. Classification complaints for Craft and Trades Associates** – If an Associate believes that a job description is not accurate, the Associate may discuss this with the supervisor. 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 the Job Grading Appeal Procedure in accordance with DoD Policy.

## **ARTICLE 24**

### **HEALTH, SAFETY, AND MEDICAL TREATMENT**

**Section 1.** The Employer shall make every reasonable effort to provide and maintain safe working conditions for Associates. It is agreed between the parties that safety is a collective effort and the responsibility of both the Employer and the Associates. Initial and periodic safety training, to include proper work methods, and proper use of protective equipment will be provided to the Associates. Both parties will support workplace safety by encouraging Associates to observe all safety rules, requirements, and regulations in observed unsafe practices and conditions; and if injured on the job, also report this to their immediate supervisor as soon as possible. Unsafe conditions which have been reported, but not corrected by the Employer should be processed under Article 28, Grievance Procedures.

**Section 2.** The parties agree that all injuries, regardless of how minor they appear to be, will be reported to supervisors. The Associate is entitled to qualified, local medical treatment of his/her own choosing. The Associate will be informed of reporting procedures and his/her right to file a claim for benefits under workers' compensation law.

**Section 3.** Required safety equipment will be furnished to Associates in accordance with established Navy Exchange Service Command instructions. The employer will furnish proper protective equipment for Associates engaged in work that requires such equipment or clothing per federal and OSHA laws, rules, and regulations. Repair and replacement of such issued clothing or equipment will be provided by the Employer as needed. The Associates will be trained on the proper use and care of all safety equipment.

**Section 4.** In the course of performing their regularly assigned work, Associates are encouraged and have the obligation to report unsafe practices, equipment and conditions as well as environmental conditions in their immediate area that may constitute industrial health hazards. If any unsafe or unhealthy condition is observed, the Associate should report it to her/his immediate supervisor.

**Section 5.** Any Associate who is engaged in work which poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek redress through hazard reporting and abatement procedures will be permitted to stop work to report such conditions.

The Associate's apprehension of death or injury must be of such a nature that reasonable persons under the circumstance confronting the Associate(s) would conclude that there is a real danger of bodily harm or serious injury for a work assignment with insufficient time to seek redress through normal abatement procedures.

**Section 6.** Safety instructions will be given to each new or reassigned Associate as part of his/her orientation in his/her work assignment.

**Section 7.** Associates may purchase safety shoes that cost more than the standard Government Issue safety shoes. However, any excess over these limits shall be at the Associate's expense. The Employer will not pay any applicable sales tax. Associates will be responsible for purchasing shoes/boots on their off-duty time if they desire to obtain them from an alternate source shoe outlet. Associates must present an original receipt within 10 days of the purchase in order to obtain reimbursement. Normally replacement of safety shoes will not be authorized more than once per year.

**Section 8.** The Agency agrees that adequate sanitary restroom facilities will be provided for Associates.

**Section 9.** If an Associate of the unit becomes permanently or temporarily medically limited and is unable to perform the essential duties and responsibilities of their position, it is the intent and purpose of the Parties to afford reasonable accommodation, when possible.

## **ARTICLE 25 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, or separation action by management for non-disciplinary reasons.

BBA's 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. BBA's will be processed in accordance with Navy Exchange Human Resources rules and regulations. A copy of the BBA policy is available and can be obtained from the Human Resources Department.

**Section 2. Union Notification** - Prior to the decision to conduct a BBA, except for unforeseen circumstances, the Employer will attempt to advise the Union 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 the BBA, the Union will be afforded the opportunity to negotiate impact and implementation, in accordance with Article 3, Matters Appropriate for Negotiation. Normally, initial notification will be provided to the Union at least 30 calendar days prior to a possible BBA becoming effective in cases of separating BBAs and 14 calendar days for all other types of BBAs.

**Section 3.** All action taken by the Employer will be in accordance with Navy Exchange, Human Resources rules and regulations.

**ARTICLE 26**  
**DISCIPLINARY ACTIONS**

**Section 1. Purpose and Policy:** The purpose of disciplinary action is to correct the offending employee and to maintain discipline and morale. Supervisors have the authority to maintain proper conduct and discipline among their employees. Disciplinary action should be taken only for just cause. The following principles apply:

a. Complaints and allegations against employees should be resolved as quickly as possible.

b. Disciplinary action should be applied progressively to correct and improve employee behavior. It is recognized however, that some incidents may be sufficiently egregious to warrant up to removal initially.

c. Disciplinary action should be applied consistently and equitably.

**Section 2.** Actions, which may be taken for disciplinary purposes are written reprimands, demotion, reduction in pay, suspensions without pay and termination.

**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 when retention of the Associate might be injurious to themselves or others, or when retention might be detrimental to the interest of the Navy Exchange Service Command, or there are justifiable reasons to believe that the Associate is guilty of a crime for which a prison sentence may be imposed.

**Section 4.** The standard of proof in deciding disciplinary actions 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 5. Adverse Actions**

a. Definition – Disciplinary, adverse actions are defined as terminations, demotions, reduction in pay and suspension of more than 30 calendar days.

b. Procedures – Unit Associates against whom adverse disciplinary actions are proposed are entitled to:

(1) 14 calendar days advance written notice of the proposed action outlining in detail the charge(s) and evidence to support such;

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

(3) be represented by the Union or other representative of their choice.

**Section 6. Non-Adverse Actions**

a. Non-adverse disciplinary actions are defined as written reprimands, and suspensions of 30 calendar days or less.

b. **Written Reprimand-** A written reprimand, explaining in detail the charge(s) and evidence supporting such, may be issued without an advance notice. An associate may grieve the reprimand in accordance with Article 28, Grievance Procedures.

c. **Procedures** – Unit Associates against whom non-adverse disciplinary actions (excluding written reprimands) are proposed are entitled to:

- (1) fourteen (14) 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 replay orally or in writing to the proposed action;
- (3) be represented by the Union or other representative of their choice.

**Section 7.** When the Union is designated as the representative in disciplinary action, a written designation of representative form will be provided to the HRO, within the response time specified in the disciplinary action. The designation shall contain the name and the point of contact information (phone number and email address) of the person to whom all copies of correspondence will be sent.

**Section 8 - Initiation of Action:** Disciplinary action will normally be initiated within 30 calendar days after an event warranting such discipline, or of the supervisor becoming aware of the event. Initiation of disciplinary action may be delayed pending completion of an investigation or for other valid reasons. Grievances will be handled in accordance with the Article 28, Grievance Procedures.

**Section 9 – Examination of Facts:** The supervisor, or designee, will ascertain pertinent facts, before taking disciplinary action. If the supervisor determines that disciplinary action is appropriate, the associate will be advised of adverse and non-adverse actions.

**Section 10 – Confidential Discussions:** If the supervisor has reason to orally admonish an associate, or discuss other disciplinary action, it will be done in a private manner.

**ARTICLE 27**  
**CONTRACTING OUT**

**Section 1. Notification:** The Employer will give the Union as much advance notification as possible in order to give the Union the opportunity to negotiate the impact of a contracting out decision on bargaining unit Associates.

**Section 2. Minimizing Impact:** The Employer will make reasonable efforts to minimize displacement caused by work contracted out.

**ARTICLE 28**  
**GRIEVANCE PROCEDURE**

**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 of 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 of 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. For the purposes of this agreement, the term “grievance” has its meaning defined in Section 7103(a) (9) of the Statute.

**Section 3.** The grievance procedure shall exclude:

- a. Any claimed violation of Subchapter III of Chapter 73 of U.S.C. (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. Suspension or removal under 5 U.S.C. Section 7532
- d. Any examination, certification or appointment; or
- e. Non-selection for promotion, except for procedural error
- f. The content of published policy and regulations
- g. An action terminating a probationary Associate
- h. An action terminating a flexible Associate, except for procedural error
- i. Emergency suspensions
- j. Claimed violations relating to prohibited political activities



- k. Non-adoption of a suggestion or disapproval of a cash or honorary award or any award the granting of which is discretionary with management
- l. A proposed action, notice of warning or caution, or any prospective management action
- m. A suspension or removal for National Security reasons
- n. Equal Employment Opportunity complaints
- o. Business-based actions, except for procedural error.
- p. Failure to receive a pay adjustment or bonus or the amount of a pay adjustment or bonus under pay banding.
- q. Associate performance ratings other than unsatisfactory.
- r. The classification of any position which does not result in the reduction in grade or pay of an associate.

**Section 4.** An Associate has the right to present a grievance on his or her own behalf and the exclusive representative shall be assured the right to be present during the grievance meeting.

**Section 5.** The following procedures apply to all eligible Associates of the Unit and the parties:

**Step 1.** (Informal) Grievances must be presented, in writing, within fifteen (15) calendar days from the date the Associate becomes aware of the action or condition causing the grievance. The written grievance will contain the details of the complaint, the applicable section of the CBA, or other applicable law, rule or regulation; and the corrective action desired. The appropriate supervisor will meet with the Associate/Union in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of the grievance. All relevant factors may be presented at this level. The Employer will render a verbal decision within fourteen (14) calendar days of this meeting. It is expected that most problems will be resolved at this level.

**Step 2.** If the problem is not satisfactorily resolved at step 1, the aggrieved Associate may file the grievance, in writing, to the management official next in the chain of command above the individual who considered the grievance at step 1, within fourteen (14) calendar days of the step 1 decision. The written grievance will contain the details of the complaint, the applicable section of the CBA, and the corrective action desired. A written decision will be given to the Associate/Union within fourteen (14) calendar days.

**Step 3.** If the problem is not satisfactorily resolved at step 2, the aggrieved Associate shall have fourteen (14) calendar days following receipt of the step 2 decision to the General Manager, or their designee. This individual becomes the final deciding official. The written grievance will contain the details of the complaint, the applicable section of the CBA, and the corrective action desired. A written decision will be given to the Associate/Union within fourteen (14) calendar days.

**Section 6.** All time limits may be extended by mutual written agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step shall entitle the Union or Associate to advance the grievance to the next step. Failure of the Union or the Associate to observe the stated or extended time limits shall constitute withdrawal of the grievance. The Associate or Union may withdraw the grievance at any time.

**Section 7.** Any grievance not resolved under the terms of this article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of this Agreement.

**Section 8. An Employer or Union Initiated Procedure** – A written grievance will be presented by the Employer to the Union President or his designee, or by the Union to the General Manager or his designee within fourteen (14) calendar days of the occurrence. The grievance will contain details of the complaint, the specific provision(s) of the Agreement allegedly violated or misinterpreted, if applicable, and the corrective action desired. A written decision received by either of the parties will be given within fourteen (14) calendar days following receipt of the grievance. If the initiating party is not satisfied with the decision, the party may request arbitration in accordance with Article 29, Arbitration.

**Section 9. Questions of grievability** – In the event either party should declare a grievance non-grievable or non-arbitrable, 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 3 of this procedure. Prior to arbitration on threshold issues, all disputes of grievability or arbitrability will require the Parties to meet and attempt resolution within ten (10) calendar days. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 10.** A grievance, which may have impact on more than one Associate, will be submitted, in writing, by the Union President, or their designee, directly to the General Manager, or their designee. One grievant and one representative shall be selected to pursue the grievance. A list of the other grievants shall be provided, and it is agreed both parties will be bound to the outcome of the grievance of the selected grievant for all aggrieved. The General Manager or their designee and the Local President will meet within fifteen (15) calendar days after receipt of the grievance to discuss the grievance. The General Manager shall give the Union President a written answer within fifteen (15) calendar days after the meeting.

## **ARTICLE 29 ARBITRATION**

**Section 1.** If the Employer and the Union fail to settle any grievance arising under Article 28, Grievance Procedure, 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 no later than 15 calendar days from the conclusion of the last step of the grievance procedure. Arbitration maybe invoked only by the Employer or the Union.

**Section 2.** Within seven 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, the party requesting arbitration will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial individuals qualified to act as arbitrators. The parties will meet within seven calendar days after receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will strike one arbitrator's name from the list of seven and repeat this procedure. The party who requested arbitration will have the first strike from the names from the list of arbitrators. The last remaining name will be the duly selected arbitrator.

**Section 3.** It is agreed that every effort will be made to schedule the arbitration within 90 calendar days but not later than 6 months from the date of the selection of the Arbitrator, based on the availability of the parties. A party's failure to expeditiously pursue the arbitration procedure after invoking arbitration constitutes the party's withdrawal of the arbitration.

**Section 4.** The fee and the expense of this arbitration will be borne equally by the Employer and the Union. 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.

**Section 5.** If both parties agree, a verbatim transcript of the arbitration may be transcribed. Costs of the transcript and transcriber shall be borne equally by both parties of a written transcript is required by the arbitrator, the both Parties will equally pay for that individual.

**Section 6.** 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 7.** 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 will then define the issue(s) to be arbitrated.

**Section 8.** The Arbitrator's decision will be final and binding with the Authority. If no exception to the arbitration award is filed by either Party during the 30-day period beginning on the date the award is served on the Parties, the award shall be final and binding.

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

### **ARTICLE 30 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 of the issues occurrence. The attempt to resolve the matter may include a meeting between the Parties to address the issue, or as appropriate, telephone calls, emails, facsimiles, or other written correspondence.

**Section 2.** If no resolution is reached during that time, the ULP may be forwarded to the FLRA in accordance with applicable laws and regulations. It is recognized, however, that all time limitations prescribed by the FLRA concerning filing of ULP's apply and are not otherwise affected by the informal resolution period.

### **ARTICLE 31 PERFORMANCE APPRAISAL**

**Section 1.** As per appropriate laws, rules, and regulations, the work performance of all regular non-probationary Associates will be reviewed at least once a year.

**Section 2.** The Employer may establish an annual review period. All Associates at the Navy Exchange, Kings Bay, will be evaluated on the same annual review cycle. After completion of the review period, a performance rating will be completed, and issued to the Associate. The Associate's Supervisor will discuss each element of the performance review with the Associate.

**Section 3.** At any time a supervisor determines an associate is not performing at an acceptable level, the supervisor will provide coaching and then counseling for the purpose of improving the associate's performance. Prior to evaluating an associate as "Needs Improvement" or "Unsatisfactory" the supervisor will have written documentation of the Associate's performance deficiencies and dates of discussion on file.

**Section 4.** Officers and stewards of the Union will be rated solely on the basis of how well they perform the duties and responsibilities of their official assigned position consistent with government laws, rules, and regulations and case law of the FLRA.

**Section 5.** Every effort should be taken to resolve disagreements regarding work performance reviews informally. Associates may grieve their work performance review following the appropriate steps of the Negotiated Grievance procedure.

## **ARTICLE 32 WAGE SURVEYS**

**Section 1.** Wage surveys will be conducted and implemented in accordance with statutory and regulatory directives of the NAF DoD Wage Fixing Authority.

a. for Associates covered by P.L. 92-392, wages surveys will be conducted in accordance with DoD or OPM procedures.

b. for Associates not covered by P.L. 92-392, wage surveys will be conducted in accordance with the rules established by the Department of Defense Non-appropriated Fund Salary and Wage Fixing Authority.

**Section 2.** In accordance with appropriate regulations, the Union and Employer may participate in local wage surveys.

**Section 3.** Reasonable time off during working hours may be authorized on official time, without loss of pay or benefits to permit the Union to participate for the purpose of data collecting or to appear before the Area Wage Survey Committee for making presentations.

## **ARTICLE 33 TRAINING AND DEVELOPMENT**

**Section 1.** The Employer and the Union agree that 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 shall make every reasonable effort 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 mobility 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 by postings on official bulletin boards. 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.

## **ARTICLE 34 EMPLOYEE SERVICES**

### **Section 1. Program Purpose**

The Employer agrees to implement and promote the NEXCOM Employee Assistance Program (EAP) which is a program for troubled individuals with alcoholism, drug abuse, emotional, or other personal and/or work problems that may affect job performance. Associates and supervisors will be informed about the program.

### **Section 2. Policy Statement**

a. The Employer and the Union jointly recognize that treatable illnesses and disorders occur in the work force as a result of alcohol, drug and dangerous substance abuse. The parties further recognize that whenever such conditions adversely impact on an Associates work performance, attendance, reliability or conduct, the associate should constructively address these problems through participation in counseling and treatment where appropriate.

b. Therefore, the Parties will work jointly to encourage troubled Associates whose work performance is adversely affected to pursue counseling help or treatment.

**Section 3.** The Employer and Associates will keep Associates' participation and/or treatment in the Employee Assistance Program confidential.

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

**Section 5.** Although the existence and functions of counseling and referral programs will be publicized to Associates, no associate will be required to participate or be penalized for merely declining referral to a counseling service.

**Section 6.** It is the policy of the Employer to grant leave (Sick, Annual, or Leave without Pay) for the purpose of treatment or rehabilitation for Associates under the EAP as would be granted for Associates with any other health problem.

**Section 7.** Associates may contact the Human Resources Group to inquire about retirement and 401(k) benefits.

**Section 8 – Break Areas:** The Employer will continue to provide areas, including basic equipment, to be used for breaks, lounges, meals, etc. Additional areas may be established on an as needed, and as available basis.

## **ARTICLE 35 USE OF EMPLOYER FACILITIES**

**Section 1 – Telephones:** Stewards may keep a basic telephone (without a built-in camera), not provided by the Employer, on their person during working hours as long as the following conditions are met:

- a. The phone is not used while assisting patrons.
- b. The phone is not used while on any sales floor or in front of customers or coworkers.
- c. Telephones will be verified as camera-free by the Steward’s Manager before initial use.

**Section 2 – Computers/Emails:** Stewards may request access to NEXCOM networked computers for union business while on official time. This includes checking their NEXCOM provided email account for messages.

## **ARTICLE 36 PUBLICIZING THE AGREEMENT**

**Section 1.** Within one hundred twenty (120) calendar days following the effective date of this agreement, the Employer will reproduce this Agreement for distribution to all Associates assigned to the Unit, upon request. The cost of reproduction will be borne equally by the parties. Subsequent changes to the Agreement will also be distributed by the Employer to all Associates.

**Section 2.** One hundred (100) copies of the agreement shall be produced and fifty (50) copies will be furnished to the Union for its use. The cost of printing will be borne equally by both parties.

**Section 3.** Additional copies, if needed will be solely the financial responsibility of the party who needs the additional copies. Software copies of this agreement can be made available upon request.

**ARTICLE 37**  
**DURATION**

**Section 1.** The Agreement shall remain in effect for three years from the date of approval by the Department of the Defense, providing that the Union continues to meet the requirements of exclusive recognition.

**Section 2.** If either party desires to renegotiate the Agreement, notice will be served by either party upon the other between the 90th and 60th day prior to the expiration date of this Agreement. Upon request of either party, the parties will meet to commence negotiation of a new Agreement on a mutually agreeable date.

**Section 3.** The Agreement will be extended and remain in full force and effect during renegotiation of the next Agreement.



**APPENDIX A  
OFFICIAL TIME REQUEST FORM  
OFFICIAL TIME REQUEST**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date and time of official time requested:** \_\_\_\_\_

**Estimated time required:** \_\_\_\_\_

Please check the appropriate box below:

- Term Negotiations:** Official time to prepare for and negotiate a basic collective bargaining agreement or its successor.
- Mid-term Negotiations:** Official time used to bargain issues being raised during the life of a collective bargaining agreement.
- Dispute Resolution:** Official time used to process grievances up to, and including, arbitrations, and to process appeals of bargaining unit Employees to the various administrative appeals agencies such as the FLRA, and EEO, as necessary to the courts, and Employee contact.
- General Labor-Management Relations:** Official time used for such matters as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union reps, collective bargaining agreement administration, and union participation in formal meetings and investigative interviews.

**Remarks:** \_\_\_\_\_

\_\_\_\_\_

**Location of union business:** \_\_\_\_\_

\_\_\_\_\_

**Approved**       **Disapproved**

**Reason for disapproval and date/time rescheduled:**

\_\_\_\_\_

\_\_\_\_\_  
**Supervisor's signature**

\_\_\_\_\_  
**Date**

**APPENDIX B  
HOLIDAY OBSERVANCE CHART**

**HOLIDAY OBSERVANCE CHART  
FOR REGULAR AND FLEXIBLE ASSOCIATES WHO WORK AT LEAST  
FIVE DAYS PER WEEK**

To determine the workday on which a holiday will be observed when the holiday occurs on one of the associate's two non-workdays. The chart is applied to regular associates and flexible associates who are scheduled to work at least five days per week.

COLUMN 1		COLUMN 2						
Holiday falls on one of the below non workdays.		Workday for Holiday Observance						
A	B	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
FRI	SAT			B				A
FRI	SUN				B			A
FRI	MON					B		A
FRI	TUES						B	A
FRI	WED							A,B
FRI	THURS		B				A	
SAT	SUN	A			B			
SAT	MON	A				B		
SAT	TUES	A					B	
SAT	WED	A						B
SAT	THURS	A,B						
SUN	MON		B			A		
SUN	TUES				A,B			
SUN	WED				A	B		
SUN	THURS				A		B	
MON	TUES			A			B	
MON	WED			A				B
MON	THURS	B		A				
TUES	WED				A			B
TUES	THURS	B			A			
WED	THURS	B				A		

**Instructions**

1. Find the correct combination of non-workdays in column 1
  - a. When the holiday falls on the non-workday listed under "A" in column 1, find the day marked "A" in column 2 for the day of observance.
  - b. When the holiday falls on the non-workday listed under "B" in column 1, find the day marked "B" in column 2 for the day of observance.

When an associate has only one non-workday, and the holiday occurs on that day, the day observance is the following day.

**APPENDIX C  
ABSENCE RECORD FORM – NES 421**

<b>ALL BOXES MUST BE COMPLETED</b>			
<b>ABSENCE RECORD FORM NES/241</b>		<b>EMPL ID</b>	<b>DEPT</b>
<b>I REQUEST LEAVE</b>			
<b>FROM</b>		<b>TO</b>	
<b>TIME</b>	<b>DATE</b>	<b>TIME</b>	<b>DATE</b>
<b>REASON:</b>			
<b>TYPE OF LEAVE REQUESTED</b>			
<b>PAID LEAVE</b>	<b>OTHER PAID LEAVE</b>	<b>LEAVE WITHOUT PAY</b>	
<input type="checkbox"/> ANNUAL	<input type="checkbox"/> MILITARY LEAVE	<input type="checkbox"/> ILLNESS	
<input type="checkbox"/> SICK, EMPLOYEE	<input type="checkbox"/> COURT LEAVE	<input type="checkbox"/> PERSONAL REASONS	
<input type="checkbox"/> SICK – FFLA FAMILY CARE	<input type="checkbox"/> ADMINISTRATIVE LEAVE	<input type="checkbox"/> UNAUTHORIZED ABSENCE	
<input type="checkbox"/> SICK – FFLA SERIOUS HEALTH		<input type="checkbox"/> WORKERS' COMPENSATION	
<b>DATE PREPARED</b>	<b>EMPLOYEE (PRINT NAME)</b>	<b>SIGNATURE, EMPLOYEE</b>	
APPROVED (If not as requested, notify employee promptly)			
<b>SIGNATURE, SUPERVISOR</b>			

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 26<sup>th</sup> day of May 2017.

FOR THE UNION

FOR THE NAVY EXCHANGE

\_\_\_\_\_  
Local President, APGE Local 1845  
& Chief Negotiator

\_\_\_\_\_  
General Manager  
Navy Exchange, Kings Bay

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