

AGREEMENT

1986-1989

BETWEEN

NAVYEXCHANGE

NAVAL AIR STATION MEMPHIS

MILLINGTON, TENNESSEE

AND

NATIONAL ASSOCIATION OF GOVERNMENT

EMPLOYEES LOCAL RS-66

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PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, hereinafter referred to as the Statute, this Agreement is made by and between the Navy Exchange, Naval Air Station Memphis, Millington, Tennessee, hereinafter referred to as the "Employer" and Local R5-66 National Association of Government Employees, hereinafter referred to as the "Union." Collectively, the Employer and the Union will be known hereinafter as the "Parties."

WITNESSETH

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

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate and improve employee performance and efficiency; and

WHEREAS, it is the intent and purpose of the Parties hereto, within the meaning of P.L. 95-454, to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest; and

WHEREAS, the Union agrees to support the Employer in its efforts to eliminate waste; combat absenteeism; conserve materials and supplies; insure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, employees and the local community.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes that the Union is the exclusive representative of all eligible employees in the unit (as defined in Section 2). The Union recognizes its responsibilities to represent the interest of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general conditions, without discrimination and without regard to labor organization membership.

Section 2. The unit to which this Agreement applies is composed of all employees of the Navy Exchange, Naval Air Station Memphis, Millington, Tennessee, except professional employees, employees engaged in federal personnel work in other than a purely clerical capacity, management officials and supervisors as defined in Executive Order 11491, as amended, and employees classified as Navy Exchange Detective

ARTICLE II

DISCUSSION OR NEGOTIATION

Section 1. The Employer and the Union through appropriate representatives will meet at reasonable times to negotiate, discuss, or consult, as appropriate, 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.

Section 2. Either party desiring or having a requirement to confer with the other will give advance notice to the other party, including a statement of the subject matter to be discussed and the problem, if any, which generated cause for discussion. Meetings will be held within five (5) calendar days after notification.

Section 3. The Officer In Charge and/or a designated representative will confer with the President of the Union and/or a designated representative on matters covered by this Agreement when requested. Individual grievances will not be a matter for consideration or discussion between the Union and the Employer, except as provided in Article XVIII of this Agreement.

Section 4. In prescribing regulations relating to personnel policies, practices and working conditions, the Employer will have due regard for the obligation imposed by Section 1.

ARTICLE III

PROVISIONS OF LAW AND REGULATIONS.

It is agreed and understood that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Navy Exchange Manual and SECNAVINST 5300.22A; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level. When this Agreement provides for furnishing documents to the employee; Union, arbitrator and others, it is understood that the furnishing of these documents will be within the legal requirements of the Privacy Act.

ARTICLE IV
RIGHTS OF THE EMPLOYER

Section 1. It is agreed and understood that nothing in this Agreement shall affect the authority of management to:

a. determine, the mission, budget, and organization, number internal of employees, and internal security practices of the Employer,

and b. in accordance with applicable laws,

(1) hire, assign, direct, layoff, retain, suspend, remove, reduce in grade or pay, or take other disciplinary action against such employee;

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

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

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

(b) any other appropriate source;

(4) take whatever actions may be necessary to carry out the agency's mission during emergencies; and

(5) Hold private, informal discussions with individual employees of the unit.

Section 2. This article will apply to all supplemental implementing, subsidiary or informal agreements between the Employer and the Union.

ARTICLE V
RIGHTS OF EMPLOYEES

Section 1. Employees have the right to form, Join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of this right. Except as otherwise provided under Title VII of the Civil Service Reform Act of 1978, (P.L. 95-454), such right includes:

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

Section 2. No employee is authorized to assist the union or participate in its management or represent it if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee.

Section 3. Nothing in this Agreement or in any amendment will preclude any unit employee from bringing matters of personal concern to the attention of appropriate officials in accordance with regulations and established policies.

Section 4. Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5. The Employer will grant all employees the right to Union representation at any examination of an employee in the unit by a representative of the agency in connection with an investigation if (a) the employee reasonably believes that the examination may result in disciplinary action against the employee and (b) the employee requests representation.

ARTICLE VI

RIGHTS OF THE UNION

Section 1. The Union will have the right and responsibility to represent the interest of all employees in the unit, to present its views to the Employer on matters of concern either orally or in writing, and to consult and be consulted with respect to the formulation, development and implementation of policies and programs affecting working conditions of unit employees in accordance with the applicable statutes and regulations.

Section 2. The Union will be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or personnel policy or practices or other general condition of employment; or

b. any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 3. The Employer shall not use training meetings to avoid the obligations imposed in Section 2.

ARTICLE VII

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers and stewards of the Union and will be kept advised in writing of the names of its officers and stewards. The Employer recognizes a Chief Steward, departmental stewards, and three (3) at-large stewards. Departmental stewards will be designated by the Union as follows.

DEPARTMENT	NO. OF STEWARDS
K-4	1
Retail & Procurement	1
Maintenance, Custodial, Service Station Vending, Distribution, Personalized Services	2

The three (3) at-large stewards may be designated from any department. The Union will provide the Employer with sufficient copies of the steward roster to permit the posting of their names on official bulletin boards. The roster will indicate the department each steward will service. Further, the Union will promptly notify the Employer in writing of any change in Officers or stewards as they occur.

Section 2. Each steward's activities will be restricted to his/her department as designated in Section 1, except for the Chief Steward and at-large stewards.

Section 3. The Employer agrees that stewards shall be permitted reasonable time to contact employees for discussion of grievances and other appropriate matters directly related to the work situation subject to the qualifications stated below. Prior to leaving their assigned duties, the steward shall first obtain the approval of their supervisor and the supervisor of the employees they wish to contact. The supervisor will also be notified when the employee returns to work. In accordance with applicable directives of the Office of Personnel Management, successor to the Civil Service Commission, time used by representatives of the Union for Union activities, must be identified (for record purposes) so as to distinguish it from production functions. Therefore, when a steward is required to stop work to conduct authorized Union business, he will obtain oral permission from his supervisor, and sign a TIME OUT LOG provided by management. Completion of the TIME OUT LOG will be accomplished by the steward. In order to minimize unproductive time, the steward will contact the supervisor of the employee to be visited prior to contact with the individual employee. In the event the supervisor denies permission to conduct business with the employee at that time, the supervisor will inform the steward as to the reason for denial and advise him as to when he can reasonably expect to be able to contact the employee. Normally, there would not be a delay of longer than one workshift for a steward/Chief Steward to see an employee on a matter of concern. Delays would only be based on priority workload commitments, or emergency considerations.

When the supervisor summons the employee in response to the request, the supervisor will designate an area for the conduct of the meeting. Upon his return to his work assignment, the steward will notify his supervisor of his return and sign the TIME OUT LOG. Completion of a TIME OUT LOG is required to properly record Union member's time not allocated to production. Additional time to conduct representational duties may be authorized by the supervisor when circumstances dictate. Should the Union believe the denial is not justified, the Union may meet with the Officer In Charge.

Section 4. Solicitations of membership and activities concerned with the internal management of the Union such as the collection of dues, membership meetings, campaigning for officers, conduct of elections and distribution of literature or authorization cards shall be conducted during the nonwork hours of the employees concerned. The conduct of such activities will normally be limited to lunch/break areas. For purposes of this Section, nonwork time is defined as before or after duty hours, or authorized rest periods and lunch periods.

Section 5. Upon request, the Employer agrees to meet with authorized nonemployee representatives during normal working hours and discuss issues under the terms of this Agreement. An agenda for such meetings will be established by the party requesting the meeting. Visits to the base of Union officials and representatives shall be governed by applicable security requirements of the Command.

Section 6. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 7. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.
- c. The Employer shall annually inform the employees of their rights.

Section 8. Union representatives will observe the following standards of conduct:

- a. Union representatives will act for all employees, regardless of membership, when requested by employees within the Unit.
- b. Meetings with supervisors will be conducted in a private manner with the employee involved and the Union representative.

Section 9. The Employer and the Union agree to conduct meetings with supervisors and stewards to indoctrinate and orientate them with respect to P.L. 95-454 and this Agreement.

ARTICLE VIII

BASIC WORKWEEK AND HOURS OF WORK

Section 1. The basic workweek for all full-time employees will normally consist of 35 to 40 hours. The basic workweek of part-time employees will normally consist of 20 to 34 hours and for intermittents will be less than 20 hours.

Section 2. Each unit employee will normally be granted a fifteen (15) minute rest period during each four(4) hours of continuous duty, the period to be determined by the supervisor. Permission will normally be granted except in cases where compelling work situations dictate otherwise. Rest periods may not be granted immediately after the beginning of the workday or immediately prior to the end of the workday, nor will they be accumulated nor used to extend a meal time.

Section 3. According to the nature and type of work performed the Employer agrees that a reasonable amount of time, determined by the supervisor, will be allowed employees, as part of their work assignment, where necessary, to enable them to clean up and/or turn in or put away government property or equipment in their possession, at the end of the workday. Such activities will be performed in a duty status.

Section 4. When an employee is relieved from duty by the Employer during his regular shift hours due to interruption or suspension of operations, including inclement weather, breakdown of equipment or other emergencies or natural phenomena, he/she will be excused for the balance of the shift unless assigned by the Employer to other work. Determination of essential personnel to be retained will be the responsibility of the appropriate supervisor. Retention of essential employees will be on a rotational basis, where possible.

Section 5. The Employer agrees to maintain stability in shift/schedule assignment consistent with the requirements for coverage. The Employer agrees to provide a minimum of three (3) days notice for routine continuing schedule changes. As much notice as possible will be given for emergency shift/schedule changes of a temporary nature. The Employer will normally give seven (7) calendar days advance notice for change in shifts. These conditions may be waived at an employee's request.

Section 6. In accordance with all applicable rules and regulations, re-scheduling of the customary workweek to allow employees to take courses in nearby colleges, universities, or other educational institutions may be authorized when it does not interfere with the accomplishment of the work to be performed. The employee is responsible for a full workweek.

Section 7. The regularly scheduled hours of work for intermittent employees will be scheduled as far in advance as practicable.

Section 8. Permanent changes in the basic work hours or work shifts of the work force will be posted in advance and those employees serving in the same grade and/or titles will be allowed to bid for shifts and/or work assignments based on their seniority.

ARTICLE IX

OVERTIME

Section 1. Consistent with the needs of the work unit, overtime assignments under the supervision of the particular supervisor having cognizance over the work to be performed will be distributed as equitably as possible among employees immediately available with the experience and qualifications to perform such duty. A record of actual overtime worked will be made available for a Union official's review upon request. Such records will be made available to the extent necessary to resolve a particular issue, provided the request specifically identifies the employee or employees involved and/or is limited to a group of employees reporting to a single supervisor.

Section 2. Except for emergency, as much advance notice, as practicable, to work overtime will be given. An employee has the right to request to be excused from overtime work when further duty would impair his/her health, efficiency, or prove to be a hardship on his/her family,

this request will normally be granted unless no other appropriate employee is available to replace him or her, granting the request will adversely effect the Agency's mission or an Exchange emergency exists which demands his/her presence. Employees who are required to work overtime without prior notice will be allowed, when feasible, to contact their home to make any necessary arrangements to allow them to work overtime.

Section 3. An employee will receive at least two hours pay at the applicable overtime rate if called in to work on an overtime basis outside the basic workweek and the employee cannot be utilized for the full two hours, provided that the employee has completed at least an 8-hour shift that day, or, when the two hours are added to the completed workweek, the workweek will exceed 40 hours.

Section 4. All hours of work in excess of eight hours per day .or forty hours per week will be paid at the appropriate overtime rate of pay in accordance with the applicable regulations.

Section 5. An employee's overtime pay shall include any applicable shift differential in accordance with appropriate regulations.

Section 6. No employee's schedule will be changed solely to avoid payment of overtime.

Section 7. In no case will an employee be required or allowed to work without being in a pay status.

Section 8. All employees will receive appropriate premium pay rates in accordance with applicable regulations.

ARTICLE X

HOLIDAYS

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

Section 2. Employees required to work on any holidays established by Federal Statute or Executive Order will be paid in accordance with appropriate holiday pay provisions in SECNAVINST 5300.22A and other applicable regulations of higher authority.

ARTICLE XI

ADMINISTRATIVE LEAVE AND LEAVE WITHOUT PAY

Section 1. Administrative Leave and Leave Without Pay will be granted in accordance with the policies and provisions of SECNAVINST 5300.22A.

Section 2. The Employer agrees that employee members or representatives elected or appointed to a Union office or as a delegate to any Union activity necessitating a leave of absence, will upon written notice to the Employer, be granted annual leave or approved leave without pay, provided such employee can be spared from his position without serious interruption to the Employer's operations

Section 3. All employees covered by this Agreement will be entitled to military leave, court leave, leave without pay, and other types of leave, in accordance with the provisions of pertinent regulations. The Employer expects that unit employees who desire to vote in local, state or national elections will make every effort to vote before or after working hours but when polling places are not open either before or after their regularly scheduled starting or quitting time or where poll areas are congested, reasonable time off with pay up to one hour without charge to annual leave will be granted. Such time off will be scheduled when such absences will cause the least amount of time off.

Section 4. The Employer recognizes the reversion rights of an employee on approved leave without pay when the employee's status has been affected by reduction-in-force during his absence.

Section 5. Tardiness and unavoidable absence of less than one hour may be excused.

ARTICLE XII

SICK LEAVE

Section 1. Sick leave is a privilege granted when an employee is sick. It may be denied, if warranted, as specified by SECNAVINST 5300.22A and the Navy Exchange Manual. All regular full-time and regular part-time employees who have sick leave to their credit may be granted such leave in accordance with the following provisions:

a. Employee is to receive medical, dental, or optical examination or treatment; schedule such appointments possible. however, employees are encouraged to outside of their duty hours when possible.

b. Employee is incapacitated for the performance of duty by sickness, injury, or pregnancy and confinement; or

c. Employee's presence would jeopardize the health of others at the post of duty because of exposure to a contagious disease normally subject to isolation or quarantine by appropriate health authority.

Section 2. Unless submitted prior to absence, employees will submit an Absence Record, SS241, to their supervisor immediately upon return to work. The minimum charge to sick leave for any one period of absence is one (1) hour.

Section 3. Sick leave will be credited to eligible employees in accordance with SECNAVINST 5300.

Section 4. It is the responsibility of the employee to see that the supervisor or department manager is notified by phone or whatever means available to them, of illness or absence due to illness, as soon as possible, prior to the beginning of their shift, but not later than one hour after the beginning of their shift. The supervisor will not routinely request the general nature of the illness solely to determine whether or not to grant sick leave for the period requested. The employee will state the estimated date of return to duty. If the employee is unable to return to duty by the estimated date, the supervisor will be notified and informed of a new estimated date of return.

Section 5. A doctor's certificate may be required where there is reason to believe that an employee is abusing the sick leave privilege, provided:

- a. There is substantial evidence the employee has abused sick leave privileges over the previous six-month period.
- b. The Employer has counseled the employee in writing in respect to the use of sick leave.
- c. The employee has been furnished written notification that he/she must furnish a medical certificate for each absence which he/she claims is due to illness. It is agreed that all such cases requiring a doctor's certificate for such absence will be reviewed by the supervisor prior to or at the end of six (6) months from the date of issue of official notice. The purpose of this review will be to determine if the restriction can be eliminated. When it has been determined by the supervisor that the restriction is no longer necessary, the employee will be notified in writing. When the restriction is to be continued, the supervisor will advise the employee of the reason therefor.

Section 6. Employees on sick leave for three (3) consecutive workdays or more must furnish satisfactory evidence of their need for sick leave. Such evidence may consist of the employee's certification as to the reason for his absence a medical certificate, or other administratively acceptable evidence.

Section 7. Upon receipt of the Duty Status Report the Accident Prevention Coordinator or his/her designated representative will act as a liaison between the department managers and the injured employee and his/her attending physician. If there are questions concerning reports or recommendations from the attending physician, the Accident Prevention Coordinator will direct any request for any necessary additional information through the injured employee to the attending physician. Normally, communications with the attending physician will be directed through the employee.

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

ARTICLE XIII

ANNUAL LEAVE

Section 1. Regular employees shall be entitled to vacation leave in accordance with the policies expressed in the SECNAVINST 5300.22A and the Navy Exchange Manual.

Section 2. Request for annual leave will be considered in the light of current and anticipated workloads. To the extent possible, consideration will be given to the preferences of individual employees. However leave will be scheduled on the basis of seniority by each supervisor. The employee who is second in seniority will have the second choice and so on.

Section 3. All eligible employees will be given the opportunity at the beginning of each year to request, in writing, at least five (5) consecutive workdays of annual leave. All eligible employees will be encouraged and every effort will be made to grant employees who request such leave up to two consecutive weeks of annual leave for the purpose of relaxation and rest and provided such leave is accrued to the employee's account. Each supervisor will collect annual leave requests, and will post, not later than 30 January each year, an annual leave schedule. Seniority will determine the preference for conflicting requests. In the event that an employee is on leave when the annual schedule is being planned, the supervisor in charge of the schedule will make reasonable effort to contact the employee for his/her choice of annual leave so as not to hold up the posting of the annual schedule. Once the annual leave schedule is posted, voluntary changes will not be permitted without the approval of the supervisor. Employees wishing to mutually exchange leave periods will be permitted to do so where the supervisor determines the work of the unit is not adversely affected. An unused scheduled leave period will be offered promptly for rescheduling.

Section 4. Requests for annual leave of less than five (5) consecutive workdays may be requested in writing at any time. The employee will be notified of approval/disapproval at least ten (10) but not more than fifteen (15) calendar days prior to commencement of the requested leave. Such requests will be posted at the time the request is submitted. Seniority will determine preference for conflicting requests. Once the leave has been approved, it cannot be denied or cancelled at the request of a senior employee. Involuntary changes will not normally be made within five (5) calendar days of the commencement of the requested leave, subject to the Employer's needs.

Section 3. All eligible employees will be given the opportunity at the beginning of each year to request, in writing, at least five (5) consecutive workdays of annual leave. All eligible employees will be encouraged and every effort will be made to grant employees who request such leave up to two consecutive weeks of annual leave for the purpose of relaxation and rest and provided such leave is accrued to the employee's account. Each supervisor will collect annual leave requests, and will post, not later than 30 January each year, an annual leave schedule. Seniority will determine the preference for conflicting requests. In the event that an employee is on leave when the annual schedule is being planned, the supervisor in charge of the schedule will make reasonable effort to contact the employee for his/her choice of annual leave so as not to hold up the posting of the annual schedule. Once the annual leave schedule is posted, voluntary changes will not be permitted without the approval of the supervisor. Employees wishing to mutually exchange leave periods will be permitted to do so where the supervisor determines the work of the unit is not adversely affected. An unused scheduled leave period will be offered promptly for rescheduling.

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Section 5. Approval of annual leave for emergency or unforeseen reasons will be considered on an individual case basis and generally granted when conditions permit. When emergency or unforeseen circumstances prevent requesting annual leave in advance, employees will, by whatever reasonable means available to them, request leave not later than one (1) hour after the beginning of their shift on each day's absence so that work schedules may be adjusted accordingly. Employees with reasonable access to telephones, however will normally notify their supervisor by the beginning of their shift. It is agreed that in such cases the employee is not automatically entitled to leave on the sole basis that unforeseen circumstances in his/her opinion, required absence from duty, but may be required to submit justification both as to the need for such absences and the inability to request such leave in advance.

ARTICLE XIV

RECLASSIFICATION

The Employer agrees to notify the Union as soon as possible of impending demotions or downgrading actions resulting from reclassification action which affect employees in the unit.

ARTICLE XV

REDUCTION IN FORCE

Section 1. The Employer will conduct reduction-in-force actions in accordance with SECNAVINST 5300.22A. The decision to conduct a reduction-in-force, and the time and the size of the reduction, is a management decision exercised by the Employer.

Section 2. The Employer will notify the Union of the reduction-in-force and the reasons therefore as soon as the necessity for such reduction-in-force is recognized and its extent is determined. The Employer will also notify the Union of the affected jobs and the probable number of affected employees. (The Employer will negotiate with the Union as to the impact and implementation of a reduction-in-force.)

Section 3. Any regular employee who is separated because of a reduction-in-force and the action will be placed on a reinstatement priority list and such employee will be given preference in rehire in accordance with SECNAVINST 5300.22A.

Section 4. Affected employees will be considered, if qualified, for vacant positions which would normally be filled in other departments of the Navy Exchange.

Section 5. Employees who have been adversely affected through a RIF will be given consideration on a noncompetitive basis for promotional opportunities. If more than one employee is involved, the competitive standing on the retention register will be a factor.

Section 6. The Employer will counsel employees affected by reduction-in-force in regard to their rights under existing statutes, regulations and placement programs. All reduction-in-force actions will be carried out in strict compliance with applicable regulations.

ARTICLE XVI

PROMOTION

Section 1. The Employer will, in the interest of maintaining a stable work force and providing maximum opportunity for employment advancement, give first consideration to existing qualified unit employees who have indicated an interest in the positions when filling vacancies. The Employer, of course, has the statutory right to hire from any source, and may commence external recruitment at any time.

Section 2. Job opportunities for regular full-time and regular part-time unit positions of grade 2 and above will be advertised through posting of vacancies on all official bulletin boards. If circumstances warrant the Employer may decide at any time to cancel the posting or change the number of positions to be filled.

Section 3. The Employer will post Promotional Opportunity Announcements on all bulletin boards for at least six (6) calendar days prior to the closing date for filing applications, except in emergency, three (3) calendar days. All announcements will contain specific information as to the department where the position is to be filled, a brief description of the duties of the position, the qualification requirements, and the procedure to follow in applying for the position.

Section 4. When two or more candidates are equally qualified for the position to be filled, seniority (length of service) will be considered in the selection for promotion.

Section 5. All personnel jackets of applicants for a unit vacancy will be screened by the Personnel Manager or Employer's representative to determine if applicants meet basic qualifications. The Employer will provide written notification to nonqualified applicants at least three (3) calendar days prior to filling the position.

Section 6. Failure to be selected for promotion when proper procedures are used, is not a basis for formal complaint. However, at the employee's request, the Employer will review and discuss with the employee the reason(s) for nonselection.

Section 7. Candidates not selected for promotions, if desired, may request counseling in order to prepare them for future opportunities.

Section 8. The Merit Promotion Policy will provide that:

a. The annual performance rating will be used to evaluate employees for promotion during the period it is in effect, along with such factors as training, education, work background, supervisor's recommendation, record of attendance/punctuality.

b. The minimum area of consideration for filling bargaining unit positions will be the Naval Air Station, Memphis, TN. The area of consideration may only be expanded to other sources concurrently or sequentially under the following conditions:

1. to insure that a reasonable number of the best qualified candidates are referred for selection.

2. to meet Affirmative Action goals.

c. The Selecting Official will select the most highly qualified candidate, and when required, submit the selection to the Officer In Charge for final approval.

d. The Employer will provide written notification to all candidates of their selection/nonselection.

Section 9. When a written grievance is filed, the President of the Union or designee will be permitted to review the documents used in determining the eligibility of candidates.

Section 10. When a detail or temporary assignment to a higher level position has exceeded thirty (30) calendar days duration, the employee selected for the detail or temporary assignment will be given a temporary promotion effective the beginning of the first pay period after said detail or temporary assignment has exceeded thirty (30) days duration.

Section 11. The Employer will furnish the Union with a monthly listing of all promotions.

ARTICLE XVII

DISCIPLINARY ACTIONS

Section 1. The Employer's discipline program is essentially corrective in nature. The objectives of disciplinary action are to motivate employees to achieve desired objectives, promote effective employee utilization, maintain discipline and morale among employees, and promote efficiency. Where there is just cause for disciplinary action, it will be administered promptly, reasonably, and without discrimination. Penalties imposed shall be the minimum considered necessary for corrective purposes. The principle of "like penalties for like offenses" shall be followed.

Section 2. The Employer agrees that discipline shall be administered in accordance with the provisions contained in SECNAVINST 5300.22A and other applicable regulations.

Section 3. Disciplinary actions may be either nonadverse or adverse. Nonadverse actions are: Admonishments, Letters of Caution, Letters of Reprimand and Suspensions for 14 days or less.

Adverse Actions are: Suspensions for more than 14 days, Demotion, Reassignment, or Termination.

Section 4. In accordance with statutory requirements, employees shall be advised of their rights to representation. All formal correspondence will include notification as to the right of representation.

Section 5. In those instances where the Employer proposes adverse disciplinary action, an advance notice of at least thirty calendar days will be issued. An employee against whom a nonadverse disciplinary action is proposed shall receive an advance notice. Advance notices will contain the specific reasons for the proposed action, 10 calendar days to answer orally and/or in writing and to furnish documentary evidence in support of the answer. All disciplinary and adverse actions affecting members of the unit will be initiated promptly after the latest act(s) leading to such action or promptly after the Employer becomes aware of such. Except in cases where a third-party investigation, the action will be initiated promptly after the Employer receives the report of the investigation. Prompt and equitable decisions based upon the employee's written and/or oral reply will be issued within 10 calendar days after its receipt or within 20 calendar days of the advance notice if the employee does not respond. Time elements for an employee's reply may be extended by mutual agreement.

Section 6. Copies of all proposed disciplinary and adverse action decisions will be provided to the Union unless the employee objects in writing.

Section 7. Records maintained by supervisors must conform to the requirements for officially approved systems of records. Supervisors may keep personal notes as a reminder in carrying out their supervisory responsibilities. Any notes which are used to support an Employer's action will have been discussed with the employee within a reasonable time after they were made. Upon request, the employee, or his/her representative, will be provided with a copy of these notes at the time they become part of an official record.

Section 8. A record of counseling, including Letters of Caution, may be retained up to one (1) year, and will not be filed in the employee's personnel jacket.

Section 9.

a. Letters of Reprimand will be removed from the personnel jacket after a two-year period.

b. Disciplinary suspensions will not be used as a basis for further disciplinary actions after expiration of reckoning period of two years or less, or as specified by regulations.

Section 10. The Employer agrees that employee counseling will normally be carried out in private.

Section 11. When an employee is questioned by the Employer as part of an investigatory procedure, the employee will be informed of the purpose of the investigation.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. This grievance procedure between the Employer and the Union will provide a procedure, applicable only to employees in the unit, for the consideration and processing of grievances over the interpretation or application of this agreement. This negotiated grievance procedure will be the procedure available to the parties and employees in the unit for resolving such grievances. Any employee or group of employees in the unit may present grievances to the employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at the final adjustment.

Section 2. Complaints resulting from the types of actions listed below are specifically excluded from consideration under this Article:

a. Matters excluded by this subparagraph are the following, some of which are appealable or reviewable under Navy Resale System regulations:

- (1) Reduction-in-force actions.
- (2) Position classification decision.
- (3) Level of competence decisions, withholding of within grade increases or salary retention decisions.
- (4) Job grading decision.
- (5) Proposed adverse actions, adverse actions, proposed disciplinary actions, and disciplinary actions.
- (6) Adverse actions for political activity.
- (7) Adverse actions under security regulations and failure to be cleared for sensitive duties.
- (8) Health benefit decisions.
- (9) The content of published Navy Department or higher agency policy.

(10) Nonselection for promotion from a group of properly rated and certified candidates.

(11) Separation of intermittent, temporary or probationary employees.

(12) Performance ratings of Fair and above.

(13) Allegations or complaints of discrimination because of race, religion, color, sex, national origin, age, physical or mental handicap except as an affirmative defense in connection with disciplinary and adverse action grievances.

Section 3. Any grievance not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose or the employee's knowledge of the occurrence will not be presented nor considered at a later date. Extensions may be mutually agreed upon.

Section 4. The following procedure applies to all eligible employees of the unit and the parties:

a. Informal Step

A grievance will be discussed orally with the immediate supervisor. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by a union representative. The Union and the Employer anticipate that most employee grievances will be settled at this level.

b. Formal Procedure

Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue his grievance under the following procedure, the employee will reduce his grievance to writing. The written grievance will be submitted to the Department Manager within ten (10) calendar days of the supervisor's informal decision. The written grievance will contain the details of the complaint, the specific provisions of this Agreement allegedly violated or misinterpreted, the corrective action desired by the employee; and be signed by the employee or an individual designated by him/her in writing as a representative. It must give the date of informal discussion, the date of informal decision, and identify the immediate supervisor. The Department Manager will meet with the employee, the appropriate steward and the designated representative in an attempt to resolve the grievance within ten (10) calendar days of receipt. A written decision will be given the employee within the employee within ten (10) calendar days of this meeting.

Step 2. If the problem is not satisfactorily resolved at Step 1, the aggrieved employee may grieve within ten (10) calendar days following receipt of the decision of the Department Manager to the Officer In Charge. The Officer In Charge or his designated representative will meet with the Union and the employee within ten (10) calendar days following receipt of the grievance. The Officer In Charge may call upon other employees or supervisors to attend the meeting, if in his opinion their presence would assist in resolving the employee's grievance. The Officer In Charge will render his decision in writing to the employee within the (10) calendar days following completion of the meeting. If the employee is not satisfied with the Officer In Charge's decision, the employee may, with the concurrence of the Union, request arbitration in accordance with Article XIX, Arbitration.

Section 5. Should the Employer fail to comply with the Step 1 time limits, the grievance may be advanced to Step 2. Should the Union/Employee fail to comply with the time limits, the grievance will be canceled. Should the Employer fail to comply with the Step 2 time limits, the grievance will advance to arbitration as per Article XIX.

Section 6. At each and every step of the grievance procedure, the Union and Employer may call a reasonable number of relevant employee witnesses who will suffer no loss of pay for such service. The parties will, upon request of the other party, permit inspections of pertinent records insofar as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contents of claims of the parties.

Section 7. The Employer and the Union recognize and endorse the of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cast any reflection on his standing with his supervisor or his loyalty and desirability to the organization nor will the grievance be considered as a reflection on the employee's supervisor.

Section 8. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Union and the Employer will mutually select one case for processing under the grievance procedure. The employees will be advised by the Employer that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure. will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified by the Employer

Section 9. Disputes over the grievability will be resolved by the Arbitrator

ARTICLE XIX

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance arising under Article XVIII, Grievance Procedure, with respect to the interpretation, application, or alleged violation of this Agreement, the unresolved issues 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 not later than thirty (30) calendar days from the conclusion of the last step of the grievance procedure. Arbitration may be invoked only by the Employer or the Union.

Section 2. Within ten (10) calendar days from the date of receipt of the arbitration request, the Parties will meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties will meet within five (5) calendar days after receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of five and will repeat this procedure. The last remaining name will be the duly selected arbitrator.

Section 3. 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 workweek of Monday through Friday and the unit employee representative, the grievant and the unit employee witnesses will suffer no loss of pay or charge. to annual leave because of participating in the arbitration proceedings.

Section 4. The arbitrator will be requested by the Parties to render his decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearings, unless the Parties agree otherwise. The arbitrator may not interpret nor change the Department of the Navy higher authority regulations or policy, nor changes or proposed changes in Agreements. An arbitrator will not change, modify, alter, delete, or add to the provisions of the Agreement; such right is a prerogative of the contracting parties only.

Section 5. The arbitrator's opinion and recommendation will normally be accepted by the Parties, however, either party may file exceptions to the award with the Federal Labor Relations Authority.

ARTICLE XX
WAGE SURVEYS

Section 1. The Employer agrees to notify the Union when a local wage survey has been directed by appropriate authorities.

Section 2. The Parties agree that wage surveys will be in accordance with current directives and regulations as follows:

a. For employees covered by PL 92-392, wage surveys will be conducted in accordance with Office of Personnel Management and DOD regulations.

b. For employees not covered by PL 92-392, wage surveys will be conducted in accordance with the rules established by the DOD NAF Salary and Wage Fixing Authority.

Section 3. Subject to the requirement of Section 2 of this Article the Employer agrees that wage survey teams comprised of Navy Exchange employees will include Union representatives.

ARTICLE XXI
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to work diligently to assure that there will be no discrimination among employees because of race, religion, sex, age, color or national origin, political affiliation, physical or mental handicap, marital status or membership in or proper activity on behalf of the Union.

Section 2. The Employer's Equal Employment Opportunity Program will be in keeping with the provisions outlined in SECNAVINST 5300.22A and pertinent DOD directives.

Section 3. The Employer agrees to recommend one (1) member from a list of five (5) unit employees submitted by the Union to serve on the Command Equal Employment Opportunity Committee. A new list of nominees will be submitted when requested by the Employer.

ARTICLE XXII

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer will provide orientation and/or training to enable employees to perform their jobs effectively. Employees will be encouraged regarding self-development training toward attaining their career objectives. The Union will encourage employees to take advantage of suitable self-development opportunities. The Employer shall keep the Union informed on the Upward Mobility Program.

Section 2. In instances where automation eliminates position, the Employer will make every effort to retrain and/or place employees in comparable positions within the Navy Exchange.

ARTICLE XXIII

HEALTH & SAFETY

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

Section 2. The Union will encourage the reporting of unsafe conditions and regulations. accidents immediately, as required by existing regulations.

Section 3. The Union will be allowed to have a member/observer on the Navy Exchange Safety Committee.

Section 4. In positions where it is considered necessary by the for the employee's well-being, proper safety equipment will be provided. The reasonable cost of such equipment will be borne by the Employer. The Employer will train and instruct employees in the use of such equipment.

Section 5. Safety equipment issued to employees becomes the responsibility of the employee. Replacement of lost equipment will be at the employee's expense.

Section 6. Safety equipment with the exception of safety shoes, will be surrendered to the Employer when the employee terminates or transfers to a position not requiring safety equipment.

Section 7. It is the employee's responsibility to utilize required safety equipment issued by the Employer.

ARTICLE XXIV

GENERAL

Section 1. Announcements of Union meetings will be posted on bulletin boards. Such notices will clearly show that the announcements are being made at the request of the Union.

Section 2. It is agreed that the Employer will not search individual lockers or desks of employees without probable cause. Routine locker and sanitation inspections will be conducted as necessary.

Section 3. When a unit employee is detailed for a period exceeding thirty (30) days, it will be officially recorded in his/her personnel jacket.

Section 4. The Employer agrees to recognize the interest of the Union in the establishment of new committees and special groups which have a direct effect on unit employees. It is further agreed the Union will be allowed one member/observer to serve on such committees provided by so doing the rights of the Employer are in no way abridged.

Section 5. The Employer will provide the Union with designated space on all official bulletin boards. In order to ensure posting of material in a timely manner the material will be submitted to the Employer at least three (3) workdays prior to posting. The Union agrees that all material posted will be subject to the provisions of existing regulations and that no material casting an adverse reflection on the conduct, integrity or motive of any official, agency or activity of the Federal Government or other union will be distributed or posted.

Section 6. The Union agrees to cooperate with the Employer in solicitation for charities and savings bond drives. Donations and bond purchases by employees will be strictly voluntary.

Section 7. The Employer agrees that when annual performance ratings are given, they will be discussed with the employee. If the employee disagrees with the performance rating, the employee will be advised of the procedures for review.

Section 8. The Employer may excuse a Union Steward or official for training sponsored by the Union or by the Employer when the Employer determines the training will be of mutual benefit to the Employer and the Union. Administrative leave will only be authorized when it is consistent with the Employer's workload commitments. Only eight (8) hours of administrative leave will be granted to any Union representative within a 12-month period.

Section 9. Employees receiving an urgent or emergency phone call will be allowed reasonable time to answer or to return the call.

Section 10. The Employer will provide eating and bathroom facilities. Such facilities will be properly ventilated and heated.

Section 11

a. The Employer will provide the Union with facilities for Union meetings when requested and when available.

b. The Employer will bear the cost and responsibility of reproducing copies of this agreement and will make a one-time distribution to all unit employees on board at the time that the agreement is printed. Any other costs of reproduction of the agreement during the life of the agreement will be the responsibility of the Union. The Employer agrees to provide such copies of the agreement, furnished by the Union, to new unit employees during the employment check in process.

c. In order to facilitate the application of Article XXIV Section 11, the Employer will provide the Union with a list of new unit employees quarterly.

Section 12. The Employer will provide the Union with copies of SECNAVINST 5300.22A, Chapter 3, Navy Exchange Manual, and pertinent local instructions. Revisions will be provided.

Section 13. Cash handling procedures for unit employees will be expressed in the NEX Instruction which the Union will have an opportunity to review and to provide input before issuance.

ARTICLE XXV

DURATION AND CHANGES OF AGREEMENT

Section 1. This agreement will become effective on the date of Navy Resale and Services Support Office approval and remain in a period of three (3) years subsequent to the date of execution by the Parties. It shall be automatically renewed for additional one year periods unless written notices of a desire to cancel or terminate the automatic renewal is served by either party upon the other between the sixtieth (60) and ninetieth (90) day period prior to the expiration date of the agreement. Upon request of either party, the Parties will meet to commence negotiations of a new agreement on the sixtieth (60) day prior to expiration date of this Agreement or on the first workday following that date if it should fall on other than a workday.

Section 2. This Agreement, except for its duration period as specified in Section 1 above is subject to reopening only by mutual consent of both Parties at any time.

Section 3. If negotiations are not completed by the expiration date, all provisions of this contract shall remain in full force and effect until the completion of negotiations.

ARTICLE XXVI

IN WITNESS WHEREOF,

The parties have formally entered into this agreement as indicated by the following signatures:

**For the National Association of
Government Employees**

**For the Navy Exchange, Naval Air
Station, Memphis**

Approved by the Navy Resale and Services Support Office on 11/18/85 to be effective 11/18/1996.