

**LABOR/MANAGEMENT AGREEMENT BETWEEN  
BRANCH NAVY EXCHANGE,  
NAVAL HOSPITAL, BEAUFORT, S.C.  
AND  
AFGE LOCAL 2796, NAVAL HOSPITAL, BEAUFORT, S.C.**

**EFFECTIVE  
EXPIRES**

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## PREAMBLE

Pursuant to the policy set forth in Title VII, and any other Applicable Title of the Civil Service Reform Act of 1978. Hereinafter referred to as The Act, the following articles constitute an agreement by and between the Branch Navy Exchange, Naval Hospital, Beaufort, S.C. hereinafter referred to as the Employer and Local 2796, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

## ARTICLE 1

### RECOGNITION, COVERAGE AND DEFINITIONS

Section 1.1 The Employer hereby recognizes that the Union has been granted exclusive recognition for all the employees in the bargaining unit and the Union hereby recognizes the responsibilities of representing the interests of all such employees of the bargaining unit without discrimination on the basis of race, religion, color, sex, age, lawful political affiliation, marital status, or national origin, and without regard to Union membership or lack of membership, subject to the express limitation set forth below.

Section 1.2. The Unit to which this agreement applies is as follows: All non - appropriated fund employees of the Branch Navy Exchange, Naval Hospital , Beaufort, South Carolina, excluding management officials, professional employees, temporary employees appointments of ninety (90) days or less, administrative clerk, employees engaged in federal personnel work in other than purely clerical capacity, and supervisors as defined by the Act.

Section 1.3. For the purpose of this Agreement, “Negotiation” is defined as good faith bargaining between an Employer and a Union with objective of reaching an agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published Department of the Navy policies.

Section 1.4. As used in this Agreement the masculine gender pronoun “he” will be construed to include both male and female personnel unless otherwise expressly so stated.

## ARTICLE 2

### GOVERNING LAWS AND REGULATIONS.

Section 2.1 In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including applicable policies set forth in the Federal Personnel Manual; 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 the regulation of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level and the Civil Service Reform Act ( CSRA), 1978.

Section 2.2 Should and part of the Agreement become invalid by reason of any subsequent modification of laws and regulations of outside authorities, including decisions by the Federal Labor Relations Authority, such invalidation of such part of the Agreement shall not invalidate the remaining portions of the Agreement which shall remain in full force and effect.

Section 2.3 In administering this Agreement, it is further understood by the parties that information that is to be disclosed from a system of records shall be subject to the Privacy Act of 1974, the Freedom of Information Act of 1975. In 1976, the Civil Service Commission published a “routine use “ statement for Federal employees as outlines in FPM Supplement 711-1, Appendix C and Title VII allowing the release of certain information to labor organization.

## ARTICLE 3

### MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 3.1. It is agreed that the Employer and the Union, through appropriate representatives, shall meet at reasonable times and confer on good faith with respect to personnel policies and practices and matters affecting conditions of employment so far as may be appropriate under applicable laws and regulations, published agency policies and regulations for which a compelling needs exists under criteria established by the Federal Labor Relations Authority and which are issued at the agency headquarters level or at a level of primary national subdivision, a national or other controlling agreement at a higher level in the agency, and CSRA, 1978. Matters for negotiation include but are not limited to: safety, training, labor-management relations, employees services, methods of adjusting grievances, granting of leave, promotion plans, demotion procedures and hours of work.

Section 3.2. It is agreed that the Employer and the Union will negotiate arrangements and procedures for employees adversely affected by the impact of realignment of work forces or technological changes, and matters appropriate for negotiation which are not specifically covered by this agreement, before implementing. The Employer agrees that he will not change conditions of employment without affording the Union the opportunity to express their views on the matter. If the Union expresses disagreement, they will be afforded the opportunity to meet and confer on the matter prior to implementation and the time frame for initiation of any grievance/appeal by the Union, will start at that time.

Section 3.3. It is recognized that this Agreement is not all inclusive and the fact that certain conditions of employment have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matter not covered by this Agreement.

Section 3.4. The employer further agrees that the following items require prior notification to the Unit Vice President or designee:

- a. Permanent change in schedule which results in a reduction of hours.
- b. Downgrades.
- c. Discipline and/or adverse actions taken.
- d. RIF.

It is agreed that the above is not all inclusive and any specified items herein are subject to Section 3.3, above.

#### ARTICLE 4

##### RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 4.1. Subject to Sections 4.3 and 4.4 of this article, nothing in this Agreement shall affect the authority of the Employer or any representative of the Employer or any representative of the Employer to determine the mission, budget, organization, number of employees an internal security the agency.

Section 4.2. The Employer retains the right, in accordance with applicable laws and regulations:

- a. To hire , assign, direct, layoff and retain employees or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees.
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- c. With respect to filling positions, to make selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion; or
  - (2) Any other appropriate source; and
- d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 4.3. Nothing in this article shall preclude the Employer and the Union from negotiating at the election of the Employer, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of doing work.

Section 4.4. Nothing in this article shall preclude the Employer and the Union from negotiating-

- a. Procedures which management officials of the Employer will observe in exercising any authority under Section 7106, Title VII. Or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106. Title VII.

Section 4.5. The right to make rules and regulations shall be considered and acknowledged function of the Employer. In prescribing regulations relating to personnel policies and working conditions, the Employer shall have due regard for the obligation to meet, confer, and/or to negotiate to the extent not inconsistent with any Federal law or any government-wide rule or regulation; but in no case shall this provision open those areas of Section 7106 b(1), Title VII, to negotiation unless the parties expressly agree to do so.

## ARTICLE 5

### RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 5.1. Each Unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in Title VII, 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 view of the Union to head of agencies and other officials of the executive branch views of the Union to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment through Union representatives chosen by Unit employees.

Section 5.2. Nothing in this Agreement shall require a Unit employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization for payment of Union dues through payroll deductions as set forth in Article 8 of this Agreement.

Section 5.3. Each Unit employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of the appropriate management officials in accordance with applicable laws, rules, regulations, and established policies and is not precluded from:

- a. Being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action; or
- b. Exercising grievance or appellate rights established by law, rule, or regulations, except in the case of a negotiated grievance or appeal procedure.

Section 5.4. The Union will accept all eligible employees as members of the Union without discrimination because of race, color, creed, national origin, sex, age, preferential or nonpreferential status, political affiliation, marital status, or handicapping condition.

Section 5.5. Consistent with Title VII, nothing in this Agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

Section 5.6. Each new employee hired to a position in the Unit shall be advised at the time of hiring that the Union has exclusive recognition and of his right to join or to refrain from joining the Union if he so desires. The employee will also be furnished a copy of this Agreement and advised as to the name of the appropriate steward for his work area.

Section 5.7. Upon request, an employee will be authorized at the earliest convenient time to review his personnel file. The employee may be assisted by his steward or designated Union representative as authorized in writing by the individual.

Section 5.8. An employee normally has the right to be represented by a steward assigned to the employee's work area. When the Union has not appointed a steward in the employee's assigned work area, the employee desiring representation may request the Union to identify other stewards or individuals occupying elected positions who are available for representation duties.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF THE UNION

Section 6. 1 The Union is entitled to act for, or represent the interest of, either collectively or individually , all employees of the Unit described in Article 1, consistent with the specific terms of this Agreement.

Section 6. 2. The Union recognized the responsibility of representing the interests of all employees within the Units it represents without discrimination and without regard to labor organization membership consistent with this Agreement and Title VII.

Section 6. 3. Except as otherwise provided in Article 7 of this Agreement, a representative of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employee any grievance or any personnel policy or practices, or other condition of employment. The right of the Union representative to be present does not apply to informal day to day matters or to matters of personal nature to the employee in discussions between an employee and his supervisor. Further, a representative of the Union shall be given the opportunity to be present 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.

Section 6. 4. The Employer recognizes that the Union is the exclusive representative of the employees in the Unit and that no other organization will be treated and dealt with as the exclusive representative.

Section 6. 5. Nothing in this Agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, or other parties; nor to oppose actions the union believes to be contrary to the interest of employees it represents.

## ARTICLE 7

### UNION REPRESENTATION

Section 7.1. The Employer agrees to recognize the officers duly authorized representative, and stewards duly designated by the Union.

Section 7.2. The Union shall designate Chief Stewards/Stewards not to exceed a total of 3.

Section 7.3. The Union will endeavor to select steward who possess qualities of leadership and responsibility and who will deal with employees and management in a manner that inspire confidence and respect. The Union will properly orient and indoctrinate stewards with respect to Title VII CSRA as well as the provisions of this Agreement.

Section 7.4. The steward shall normally represent the interests of the employees in their assigned area concerning work related matter. They may investigate and discuss employee complaints, grievances and appellate reviews (where authorized) with employees who have pertinent knowledge of the matter at hand and with appropriate management officials for the purpose of contributing to the resolution of such on-the job problems. Reasonable time during working hours will be granted stewards for these activities subject to other pertinent provisions of this article. Steward shall be allowed to give full and complete consideration and assist in preparation and processing to completion any complaint or grievance or appeal found to have merit. A steward desiring to discuss a work-related matter with an employee shall first obtain permission of his own supervisor and also obtain the permission of the employee's supervisor before interrupting the employee's work. The supervisor's permission will normally be granted in the foregoing instances. An employee desiring to leave his job to discuss an appropriate matter with a steward shall obtain his supervisor's permission before doing so, and will report his return to work to his supervisor. Contacts between employees and stewards will normally take place in the designated Union office. To expedite the processing and resolution of complaints and grievances, immediate supervisors will make prompt arrangements for requested meetings between employees and stewards which shall be held as soon as possible.

Section 7.5. During such granted absence, the Union representative will confine his activities to the conduct of that matter for which approval of temporary absence was requested and return directly to his work area upon completion of the matter at hand. If the representative's official activities cannot be concluded within the estimated time of absence, he shall contact his immediate supervisor and request additional time and be governed accordingly. He will personally notify his immediate supervisor of his return to duty.

Section 7.6. Appropriate stewards of Union representatives who are employees in the Unit will be permitted reasonable time during working hours for attendance at meetings with management officials of the Employer, Stewards, chief stewards and Union representatives who are employees in the Unit shall report to and obtain permission from the appropriate supervisor whenever they desire to leave assigned work for the purpose of participating in any meetings or discussion referred to in this section, and shall report back to their supervisor at the time they return to the job.

Section 7.7. The Employer authorizes non-local Union representative, to visit the installation to carry out the functions which come within the scope of the responsibility provided that on their initial visit they present to the RANEO proper credentials, satisfy requirements controlling admission of visitors to this installation, and advise the RANEO of the purpose of their visit. Subsequent visits by the same individual may be satisfied by advising the local Union officials of the potential visit who, in turn will notify RANEO. Such visits shall be confined to those functions authorized by controlling regulations and procedures and this Agreement. Union representatives who have received proper clearance from the RANEO will schedule consultation and visits with any activity official which they are to contact in advance and during regular working hours at mutually convenient times.

Section 7.8. The Union is entitled to have an observer at any formal grievance, appeal or EEO complaint hearing. If the employee filing an appeal objects to the presence of the observer, the examiner may exclude the observer from hearing. An observer at an appeals hearing may not participate in any way. The attendance of an observer at an EEO hearing is subject to the determination of the examiner that there is a direct connection between the complaint and the Union. If the employee is being represented by the Union in such proceeding, the representative and the Union observer, if any, will be on official time (at the same time).

Section 7.9. The Union shall be given the opportunity to be represented in formal discussions between the Employer and the employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials. The Employer agrees that the Union representative will be given an opportunity on official time to review the file of any grievance or appeal prior to any scheduled meeting or hearing.

Section 7.10. There shall be no restraint, interference, coercion or discrimination against a Union because of the performance of his duties.

Section 7.11 The Union shall furnish the Employer, in writing, and maintain on a current basis, a complete list of its officers and stewards, showing the organizational segment in which they are assigned representational responsibilities,

Section 7.12 In order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the union, including but not limited to the solicitation of membership, collection of dues, or other assessments, circulation of authorization, campaigning for Union office, and distribution of literature may not be conducted within regular working hours.

## ARTICLE 8 ALLOTMENT OF DUES

Section 8.1. The Employer agrees to make regular and periodic dues deductions from the pay of members of the Union subject to the following provisions.

Section 8.2. The Union shall be responsible for:

- a. Procuring Standard Form 1187 (Request for Authorization for Voluntary Allotment of Compensation for Payment of Employee Organizations Dues)
- b. Distributing copies of SF 1187's its members.
- c. Education eligible employees as to the program for allotment of dues, its voluntary nature and the availability and uses of the required forms.
- d. Certifying SF 1187's completed by eligible employees as to the amount of dues.

Section 8.3. The following allotment procedures will apply:

a. The Union will distribute SF 1187's, educate its members in use of the form, insure that the member's payroll and social security numbers are entered on the form and process completed voluntary requests for its members.

b. The Union's Treasurer will certify on all SF 1187's, the correct amount of regular dues of eligible employees to be deducted each bi-weekly pay period.

c. The Union will deliver completed SF 1187's and other pertinent documents to the Personnel Office.

d. Allotment deductions will take effect during the first full bi-weekly pay period after a properly executed SF 1187 has been received and processed by the Payroll Office.

e. The Union will notify the Employer in writing within five (5) days when an employee ceases to be a member in good standing, and the allotment for such employee will be terminated at the beginning of the first full pay period after receipt of notice in the Central Payroll Office.

f. An allotment shall be terminated when the employee leaves the Union as a result of separation, transfer or other personnel actions ( except temporary promotion or detail) ; upon loss of exclusive recognition by the labor union ; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; when the employee has been suspended or expelled from the labor union; or when the employee voluntarily cancels his dues deduction allotment.

g. Normal deductions will be made by the payroll office for all bi-weekly pay periods. Dues allotments will be withheld from sick leave payments, but not from lump sum leave payments.

h. The Payroll office will remit dues withheld to the Union. A check will be made payable to the local Union. It will be forwarded to the President, Local 2796 AFGE. It will be accompanied by a Union Dues Deductions Report containing the following:

- (1) Identification of employee organization.
- (2) Payroll period.
- (3) Dues-paying employee's name and social security number.
- (4) Names of dues paying employees from whom no deductions have been made and reasons.

Section 8.4. The Employer agrees that they will notify the Union within 5 days when a revocation of an allotment is received from an employee.

Section 8.5. The employer agrees to maintain a supply of the forms provided for use in revoking an allotment (SF 1188), in the Personnel Office, such form to be available to employees upon request,

Section 8.6. An employee may voluntarily revoke an allotment for the payment of dues at any time by completing a SF 1188 and submitting it to the Payroll Office. Other written notification, signed by the employee, will also be accepted. Revocation will not be effective until the first full pay period beginning one calendar year after the date the employee signed the authorization. Thereafter, such revocation will not be effective until the first pay period following any successive anniversary date. The employer will provide notification of the revocation to the Union. The carbon copy of SF 1188, when completed by the employee, can be used for this purpose.

Section 8.7. The Union agrees to forward to the Personnel Office within five (5) working days after receipt, any written revocation of allotment which is received by the Union.

Section 8.8. The Union agrees that the amount to be withheld shall be the amount of the regular bi-weekly dues exclusive of initiation fees, assessments back dues, fines and similar charges and fees. Allotment deductions will be made by the Payroll Office each pay period in the bi-weekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union, the Payroll Office will be furnished written notification signed by the President of Local 2796 AFGE, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first full biweekly pay period after receipt and processing by Payroll Office of the change notice, unless a later date is specified by the Union.

Section 8.9. In order to avoid erroneous deductions of dues, the Employer agrees to notify the Payroll Office when an employee leaves the bargaining Unit as the result of promotion to a supervisory position.

## ARTICLE 9 HOURS OF WORK

Section 9.1. The administrative work week for unit employees consists of seven consecutive days, beginning at 0001 hours on Friday and ending at 2400 hours on the following Thursday.

Section 9.2. The Employer agrees to schedule employees, where possible, to work the same hours each week. Where irregular shifts are required, such shifts shall be rotated among the employees as equitably as possible. Management will make every reasonable effort to schedule all full time employees for five consecutive eight hour work days. However, when required for mission accomplishment, employees may be required to work six consecutive days. Management will make every reasonable effort to insure that all days off, will be consecutive.

Section 9.3. It is agreed that tours of duty will be established for all full-time and part-time employees. All tours of duty will be posted two weeks in advance covering at least one administrative work week. Schedules showing tours of duty will be clearly posted on all official bulletin boards in the affected area, The RANEO may alter work schedules to meet operational requirements when unforeseen circumstances make advance scheduling impractical. The Employer agrees that no employee will be required to, or permitted to, use compensatory time off to avoid the payment of overtime by the Employer or to avoid granting holiday leave or to avoid payment of holiday premium pay.

Section 9.4. It is agreed that non-compensated lunch periods will be indicated on the work schedule and will normally be 30 minutes in duration. During these meal periods, employees will be entirely free of duty. When the nature of an employee's duties require that he remain at his duty station, the employee will be paid a total of thirty (30) minutes for the on-the-job meal period. On-the-job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period. No employee will be required to work more than six (6) hours in any workday without a period for his meal.

Section 9.5. The employee agrees to use time clocks in the Main Retail Store area for Employees in Retail, Food Services, Vending, Barber/Beauty Shops and Optical. All other locations i.e.- Mini-Mart, Service Station will write in the times and the RANEO will approve by initialing each entry.

Section 9.6. An employee shall be granted adequate time at the beginning and at the end of his tour of duty to change into or out of uniforms when he is not permitted to wear his uniform to and from his job, Adequate time prior to the lunch period and at the end of the work day will be allotted for personal cleanup, and storage of work tools or equipment job,

Section 9.7. Short rest period during the daily tour of duty will be permitted by the RANEO when such periods are beneficial or necessary to the activity and meet one or more of the criteria set forth below. Rest periods, when granted, will not exceed 15 minutes during each four (4) hours of continuous work and will not be scheduled in conjunction with a meal period. The criteria are:

- a. Protection of the employee's health by relief from hazardous work.
- b. Relief of fatigue caused by continuous physical exertion or work performed in confined spaces which limits personal activities.
- c. Increase efficiency of production will result.

## ARTICLE 10

### OVERTIME

Section 10.1. An The Employer reserves the right to assign overtime. However, in the exercise of this right, the Employer agrees th at the assignment of overti me will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

Section 10.2. All unit employees occupying prevailing rate positions shall be paid at one and one-half times the employees' basic hourly rate for all hours worked in excess of eight hours a day or forty hours per week. The basic hourly rate of pay will be determined in accordance with applicable laws and regulations.

Section 10.3. Opportunity for overtime will be afforded as equitably as possible among employees with comparable job skills in each organization element as far as the character of the work will permit. As a general rule, first consideration for overtime will be given to employees currently assigned to the job. Second consideration will be given to the other employees qualified to do the job.

Section 10.4. Necessary pertinent information concerning overtime hours worked and that offered but not worked will be maintained and will be made available for review, when requested, to employees and/or the appropriate stewards to aid in resolving specific complaints concerning overtime distribution.

Section 10.5. The Employer agrees that no employee will be required to, or permitted to, use compensatory time off to avoid the payment of overtime by the Employer, except those employees who may elect to work compensatory overtime subject to approval by the Installation Commander for the purpose of taking time off without charge to leave when religious beliefs require absence from work during certain periods.

Section 10.6. The immediate supervisor will notify those employees, if possible, at least one day before the overtime is scheduled. It is recognized that in some cases little or no advance notice may be possible. Employees will not be required to work overtime against their expressed desire, so long as full requirements can be met by other qualified employees willing to work. Normally, such employees shall not be offered overtime again until his name is again reached on the overtime list.

Section 10.7. Employees who are required to work overtime in excess of four hours in their work shift shall, if desired, be given a nonpaid lunch period.

Section 10.8. Any employee who is called back to work on unscheduled work time outside of an unconnected with his scheduled hours of work shall receive at least two hours call-back pay, including authorized shift differential and /or premium pay to which entitled. In order to qualify for call back pay, an employee who has been called back must remain at the work-site, available to perform his normal duties for the two hour period, unless released at an earlier time by the responsible supervisor.

Section 10.9. If a Unit employee is delayed in reporting for an overtime assignment, for reasons acceptable to the supervisor, he shall not be denied the remainder of the overtime assignment, provided a need for his services still exists, If an employee who has been assigned overtime cannot report for the assignment due to illness or emergency, that employee shall notify the responsible supervisor.

Section 10.10. During overtime work, the Employer will allow time, as determined necessary by the Employer, prior to meal periods and the end of the work period for wash up, returning tools and cleaning the work area.

## ARTICLE 11

### HOLIDAYS

Section 11.1. All eligible employees shall be entitled to all holidays which are now or may be in the future prescribed by applicable law or Executive Order. Any eligible employee whose services are not required by the Employer on any holiday established by Federal statute or Executive Order may be excused from duty for that day without charge to leave and those excused will be entitled to holiday benefits in accordance with applicable regulations.

Section 11.2. Regularly scheduled full-time or eligible part-time employees, except those in a leave without pay status assigned either to rotating or regular shifts, who are prevented from working due to the observance of a legal holiday will receive base pay for the number of hours normally scheduled to be worked on the day on which the holiday is legally observed.

Section 11.3. An employee who is entitled to holiday pay and who performs work on a holiday, is entitled to their rate of basic pay for those hours of holiday work performed which are not in excess of eight ( 8 ) hours, or not overtime work, plus holiday premium pay for those holiday hours entitled to.

Section 11.4. Holiday work assignments, when necessary, shall be rotated among employees of an activity in such a manner as to provide equitable treatment to those who prefer to be excused on a holiday as well as those who prefer to perform duty. Special attention shall be given to equitable rotation of primary holidays such as Thanksgiving, Christmas and New Year's Day.

Section 11.5. Employees shall be advised of scheduled work requirement at the earliest practical date before the holiday.

Section 11.6. Activities which are normally closed for all or part of the Christmas and New Year holiday season will establish a liberal leave policy for those employees desiring leave. Employees who are ineligible to accrue leave but who desire time off may be granted leave without pay. The RANEO will make every effort to reassign employees who desire to work during the holiday season. Upon request, the Employer will consult with the Union concerning problems involving the holiday season and the Union view will be considered.

## ARTICLE 12

### PROMOTIONS AND DETAILS

Section 12.1. It is the policy of the Employer to make a maximum effort to utilize the skills, talents and experience of unit employees in order to achieve the resulting benefits of higher morale and reduced turnover. Therefore, in filling promotional vacancies, full consideration will be given to Navy Exchange employees based on qualifications and seniority. If a qualified employee is not selected, the selecting official will document the reason for non-selection on the employee's request for promotion and notify the Union President/Chief Steward prior to extending the area of consideration. The Union recognizes, however, that the Employer, with respect to filling positions, has the right to make selections/appointments from any other appropriate source.

Section 12.2. The Employer agrees to announce promotional opportunities in the Unit by posting a notice on all bulletin boards for a period of not less than ten calendar days. Such announcements shall include a brief description of the duties of the position, the qualification requirements, the procedure to following applying, and the closing date for filing application. All employees who believe they are qualified have the right to submit applications for such vacancies. The Steward will be furnished a copy of each promotional announcement.

Section 12.3. When more than one employee applies for a vacancy, and if all other qualifications are equal, the Employer will rank employee applicants by seniority (service date) . Seniority (service date) is computed as follows:

- a. The date of hire at the Exchange when the employee has no prior regular full time and/or regular part-time DOD NAFI service with any DOD or any DOD NAFI; or
- b. The date obtained by subtracting the total regular full-time and/or regular part-time prior service from the current date of hire at the Exchange. The greatest length of service (earliest service date) will rank as first consideration among employee applicants.

Section 12.4. The Employer agrees that any employee in the unit requested to perform, on a temporary basis, the duties of a higher graded job, for more than one pay period, will be temporarily promoted to the higher job grade, retroactive to the first day the employee began to perform the duties of the higher grade. At the end of such a period the employee will be reverted to a job classification and pay grade no lower than that previously held. In the event an employee is requested to perform temporarily the duties of a lower job classification, the employee shall not suffer a reduction in their pay.

Section 12.5. Employees transferred from one work area or job classification to another, shall retain their seniority date (service date). Seniority date (service date) to mean:

a. The date of hire at the Exchange when the employee has no prior regular full-time and/or regular part-time DOD NAFI service with any DOD NAFI; or

b. The date obtained by subtracting the total regular full-time and/or regular part-time prior service from the current date of hire at the Exchange.

Section 12.6. The Employer shall furnish a listing or seniority of unit employees upon request of the President of the Union or designee.

Section 12.7. The Employer agrees to first refer to the selecting official for consideration all internal candidates. The area of consideration may be extended after all internal candidates have had a proper consideration. The selecting official will document the reason for non selection of an internal applicant.

Section 12.8. The Union President or designee may post audit a unit promotion if it becomes a matter of grievance.

Section 12.9. The Employer agrees to:

(a) Inform in writing all candidates of their non-selection,  
and

(b) Upon the employee's request, discuss with them the reasons for non-selection.

Section 12.10. There will be no discrimination with respect to promotions, selection of positions, age, race, sex, color, religion, national origin, political affiliation, handicapping condition, marital status, or membership in or activity on behalf of the Union.

## ARTICLE 13

### ANNUAL LEAVE

Section 13.1. All prior DOD NAFI service as a regular full-time and/or a regular part-time employee will be credited to re-employed/re-instated employees in computing annual leave accrual entitlement.

Section 13.2. All employees hired into a regular full - time or regular part-time positions commence accruing annual leave on their hire date; however, they must have served under their current appointment for a continuous period of ninety (90) calendar days before annual leave can be credited to their account and thus be utilized for leave purposes.

Accrued annual leave is credited to an employee's leave record upon completion of the ninety (90) calendar day qualifying period and thereafter at the end of the period in which it is earned. Employees separated prior to completing the ninety (90) calendar day qualifying period will not be granted nor paid for any annual leave credit for the period of employment. Annual leave will accrue to regular full-time and regular part-time employees while in a pay status at the following rates excluding overtime hours:

-- Employees with less than three (3) years of service will accrue 5% of the total hour in the basic workweek .

-- Employees with three (3) years but less than fifteen (15) years of service will accrue 7 ½ % of the total hours in the basic work -week, except for the final biweekly period of the leave year which will then accrue at the rate of 12 ½% of the total hours in the basic workweek.

-- Employees with more that fifteen (15) years of service will accrue 10% of the total hours in the basic workweek.

-- Overtime hours will not be credited for annul leave.

Section 13.3. Subject to workload conditions, employees will be granted accrued annual leave. Employees requesting annual leave shall submit to their supervisor and Absence Record, Form SS/241, normally not less than seven (7) days in advance of the desired leave period. However, this will not preclude the granting of annual leave with less than seven (7) calendar days notification, subject to workload requirements. When an employee requests annual leave due to personal or emergency reasons and the employee is not at work at the time of the request , such leave is approved by their supervisor, a Form SS/241 covering the period of absence will be submitted upon return to work, the granting of annual leave will be on a first-come, first-serve basis. Once granted, approval may be withdrawn only in case of operational need. When the Employer finds it necessary to cancel previously approved leave, and/or dent the specific period requested, including leave of an emergency nature, the employee will be notified as soon as practicable, of the reason for cancellation or denial. If the employee requests it, the reason for denial will promptly be reduced to written form.

Section 13.4. Annual leave will normally be requested and granted in weekly units where possible. However, employees may request and be granted annual leave of periods of less than one(1) week duration. One (1) hour is the minimum amount of annual leave which may be requested or granted.

Section 13.5 The maximum number of annual leave hours that may be charges over from one leave year to the next is 240 hours , except in the following instances:

a. On a case-by-case basis and upon approval by the Secretary of the Navy or his designee, if the following condition is met: The employee has requested annual leave early in the year (prior to 1 July) for use during the last 60 days of the leave year; and the request has been tentatively approved by the Employer and /or the employee preclude its use prior to the end of the leave year. Employees will not be permitted to “cash in” annual leave in lieu of taking time off.

Section 13.6. Eligible employees who are separated for any reason will be paid their unused annual leave. However, when an eligible employee is separated for active military duty, he may elect either to have annual leave remain to his credit or to receive a full payment . In case annual leave is left to the employee's credit, the employee will be entitled to full payment if not rehired.

Section 13.7. The Employer agrees that requests for leave of an emergency nature will be given maximum consideration based on the individual employee's request and the reason for such request.

Section 13.8. The Employer will consult with the Union prior to scheduling of any planned shut-down or periods of reduced operations affecting employees in the Unit. Meetings for this purpose will be held between the Employer and the Union representatives as far in advance as possible, prior to the planned shut-down or reduction of operations. Every effort will be made to make information relating to the planned shutdown or periods of reduced operations available to employees as soon as possible after the shut down or reduction of operations has been determined. During any period of planned shut-down or reduced operations, every reasonable effort will be made to provide work as necessary for employees not having accrued annual leave to their credit. Employees, at their discretion, may take accrued annual leave or leave without pay during this period, provided however, that the total of hours worked and annual leave taken does not exceed the employee's regularly scheduled workweek, and such period does not exceed thirty (30) days duration.

Section 13.9. Eligible employees who, while receiving benefits under Workers Compensation Act , may supplement their Workers Compensation payments with their accumulated sick leave, will continue to accrue annual leave based upon the number of hours sick leave used each pay period.

## ARTICLE 14 SICK LEAVE

Section 14.1. Regular full-time employees and regular part-time employees, including off-duty military, whose regularly scheduled workweek includes 20 hours or more are eligible for sick leave benefits at rates specified in pertinent regulations. Intermittent employees and employees serving in temporary positions are not entitled to sick leave benefits.

Section 14.2. The Union and the Employer recognize the value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 14.3. Sick leave, if available , shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or medical confinement, or medical , dental , or optical examination or treatment ; or when a member of the immediate family of the employee is afflicted with contagious disease requiring attendance of the employee, or when, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

Section 14.4. Each employee is responsible to notify his supervisor as soon as practicable, normally by telephone, if he is prevented from reporting to work because of a incapacitating illness or injury. Employees will make every reasonable effort to give such notice prior to the start of their scheduled shift, but will insure that notice is given within the first two (2) hours after the beginning of the scheduled shift. Employees sent home from work because of illness shall be subject to the foregoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends from one workweek into another, the employee shall notify his supervisor on the first day of the second week and of each week thereafter until his return to duty.

Section 14.5. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless such leave is for three (3) working days or longer of continuous duration except in individual cases where an employee has been given a letter of requirement. A medical certificate will be required to cover all periods of three (3) days or longer and it must be furnished within seven (7) calendar days after return to duty. However, when circumstances are such that requirement of a medical certificate is not reasonable, the employee's personal certificate of his illness may be accepted.

Section 14.6. Employees who are sent home sick by the Employer shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of Section 14.4 of this article.

Section 14.7. Employees desiring medical, dental or optical examination or treatment should attempt to schedule such appointments after work hours or on non-duty days. When this is not possible, sick leave requests for examination or treatment shall be submitted for approval in advance, with minimum amounts of leave requested consistent with regulatory requirements.

Section 14.8. When the supervisor believes an employee has been abusing sick leave and he has counseled the employee concerning the alleged abuse, the supervisor may require the employee to furnish a medical certificate for each absence due to illness or any duration provided the supervisor has given the employee written notice that the employee will be required to support all future absence because of illness by a medical certificate. The requirement will be for six (6) month duration and will be reviewed with the employee at that time to determine if sick leave abuse does, in fact, still exist prior to continuing the requirement for certification of illness by a physician. The employee may have the Union Steward or his representative present at the six (6) month review if desired. If after this review the employees record has improved and becomes normal, then the requirement to furnish a medical certificate for each absence shall be rescinded,

Section 14.9. The Union will cooperate with the Employer in efforts to encourage employees to give maximum advance notice of incapacitation for duty and to eliminate abuse of sick leave by encouraging employees to use sick leave properly in accordance with applicable laws and regulations.

Section 14.10. Employees may use annual leave when all accrued sick leave is exhausted. When annual leave is exhausted the employee may request leave without pay.

Section 14.11. There is no limitation on the amount of sick leave that employees may accrue or carry forward from one year to the next year. No lump sum payment of accrued sick leave will be made when an employee is separated from the rolls for reason .

Section 14.12. When an employee becomes ill while on approved annual leave, the employee, subject to Section 14.5, may request the absence be charged to sick leave. The charge of annual leave would be reduced accordingly.

## ARTICLE 15 MATERNITY AND PATERNITY LEAVE

Section 15.1. Regular full-time and regular part-time employees may request leave without pay in lieu of accrued annual and /or sick leave, when incapacitation related to pregnancy and confinement has been properly established by medical authority. An absence covering pregnancy and confinement will be treated as any other medically certified temporary incapacitation. Periods of absence related to pregnancy and confinement which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; they must be charged to annual leave, or leave without pay if requested by the employee and approved by the Navy Exchange Officer, or his designated representative. It is agreed that employees will report pregnancy as soon as it is known so that steps can be taken to protect her health or improve her working conditions and so that necessary staffing adjustments may be planned. Further, the employee should make known, in advance, her intent to request leave for maternity reasons, including the type of leave; dates and anticipated duration.

Section 15.2. Leave for Paternity Reasons. Regular full time and regular part time male employees may request only annual leave and /or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated, as established by medical authority, for maternity reasons. Approval of leave for paternity reasons should be consistent with the policy of the Navy Exchange for granting leave in similar situations, and each leave request should be considered on its merits.

## ARTICLE 16 ADMINISTRATIVE LEAVE AND EXCUSED ABSENCE

Section 16.1. The Employer is responsible for determining the situations in which they will excuse employees from duty. No leave will be charged for an excused absence and that excused absence generally will involve periods of no more than 4 hours. Common situations for which excused absences are normally approved are:

a. Employees who vote in jurisdictions which require registration in person will be granted time off for such registration not to exceed four hours. Upon completion of registration the employee will present their registration certificate to their supervisor. No time will be granted if registration can be accomplished on a non-work day and the place of registration is within a one day round trip travel of the employees residence. If employees do not have two hours before work or two hours after work in which to vote, as required by Local Custom or State Law, they will be excused from work as much time as is needed to complete a combination of off-duty and duty time total of two hours, either before they report for work or at the end of their shift. Prior to requesting time off for voting, the employee will present their certificate of voting registration to their supervisor.

b. For participation as a pallbearer, member of firing squad, or honor guard in a funeral ceremony for a member of Armed Forces whose remains are returned from abroad not to exceed four hours.

c. For blood donations (for which people are not paid) provided that such excused time does not exceed four (4) hours. Requests for excused absence in excess of four hours must fully be justified and require the approval of the RANEO. Employees who offer to donate blood, but are rejected, will be excused only for the time used in going and returning from the donation site. It is understood that proof of donation may, at the discretion of the RANEO be required of the employee.

d. For brief absences or tardiness of less than 1 hour, if the reasons are justifiable to the approving authority. participation

Section 16.2. Other leave may be granted to regular employees when it becomes necessary for the Employer to shut down an activity due to military necessity, weather conditions or an act of God, or other events beyond the control of management as determined by the Commanding Officer. Employees who are on approved annual or sick leave at the time other leave is authorized will be placed on other leave only for that portion of the shutdown that extends beyond the period of their previously approved leave. The authority to excuse employees administratively is not to be used when the period of interrupted or suspended operations can be anticipated sufficiently in advance to permit arranging for assignments to other work or the scheduling of annual leave. When 24 hours advance notice is given, an employee who cannot be assigned to other work may be placed on annual leave with or without consent, or leave without pay in the event he does not have sufficient annual leave to his credit. Efforts will be made to keep to a minimum the occasions on which an employee is required to take leave with 24 hours notice. Employees to be placed on forced leave will be given as much advance notice as possible.

Section 16.3. COURT LEAVE. Regular full-time and regular part-time employees will be allowed court leave with pay and without having such time charged against annual leave. Court leave is defined as an authorized absence from work for jury duty or for attending court in an unofficial capacity as a witness in police, county, or other courts established under the laws of and deriving their authority from a state, or as a witness in a Federal Court, State Court, or a court of the government of the District of Columbia. For court leave purposes, Municipal Courts are considered State Courts. Court leave also includes leave required to appear for the purpose of qualifying for jury service, regardless of whether the employee is subsequently selected for such service. Court leave does not apply appearing as a witness in a Judicial Proceeding which involves only private parties. To qualify for court leave, the employees will present to the Navy Exchange Office, or his designated representative, in advance, an official summons from the court in which the duty is to be performed. Upon completion of such duty, the employee will submit a properly certified record of his attendance from the bailiff or the secretary of the court. Employees will receive their regular pay for such time off, or will retain the court fees received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the Navy Exchange Payroll Clerk by the employee immediately upon receipt from the court.

Section 16.4. An employee who is an official or representative of the Union may be excused without charge to leave in conjunction with attendance at a training seminar sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as an organization representative and the Employer's interest will be served by the employee's attendance. Administrative excusal for this purpose will be normally consist of not more than 16 hours for each individual, per year. The Union president must submit a written request to the RANEO not later than 7 calendar days prior to the scheduled training. The request will identify each Union official or representative for whom administrative leave is requested, state the date of training and provide an agenda showing subject matter to be covered.

Section 16.5. When employees eligible for other leave are prevented from working for managerial reasons such as early closure because of no patrons they will be excused without charge to leave or loss of base pay for their regularly scheduled hours for that day, unless reassignment or rescheduling can be accomplished within the same pay period, or less advance notice of at least 24 hours is given.

## ARTICLE 17

### LEAVE WITHOUT PAY

Section 17.1. Upon approval of the Navy Exchange Officer and the RANEO, leave without pay may be granted in the following cases, provided the employee has exhausted all of the annual leave to his credit.

- a. To allow an employee to serve with an employee organization.
- b. For the purpose of seeking further employment with another NAFI at a new location to which the head of the household is being transferred. A period not to exceed 90 calendar days is the maximum allowed for this purpose.
- c. For illness or disability not of a permanent or disqualifying nature.
- d. For other reasons acceptable to the RANEO and Navy Exchange Officer.

Section 17.2. Leave without pay may be approved by the Employer when requested by the employee in accordance with applicable regulations.

Section 17.3. The initial grant of leave without pay will not exceed 1 year.

Section 17.4. Employees returning to duty from approved leave without pay will be granted such rights, privileges and benefits to which they may be entitled at that time in accordance with applicable regulations.

## ARTICLE 18

### REDUCTION IN WORKFORCE

Section 18.1. The Employer agrees that employees affected by a reduction in work force by a reduction-in-force or temporary layoff will be afforded the provisions of the Secretary of the Navy Personnel Policies regarding reduction-in-force procedures in effect at that time.

The Employer agrees to restore to regular full time and regular part time employees who have undergone reduction-in-hours, based upon skills consideration, job grade, job title, work area and operational needs by seniority, prior to new employees being hired in that job grade, job title, work area. The Employer further agrees that hours will be reduced only for operational needs and not for any other reason. Prior to the Employer implementing reductions in hours for 4 or more employees simultaneously the Union will be notified and, if the Union so desires, they will be allowed to consult on the reduction prior to implementing it. The Union has the right to consult with the Employer concerning the use of temporary and/or intermittent employees. After operational needs have been satisfied, temporary and/or intermittent employees shall not be used to circumvent the restoration of regular full time and/or regular part time employees hours.

Section 18.2. The Employer agrees to notify the Union pending temporary lay off and reduction in force, to include such matters as, deactivation of exchange, reduction on compliment, reorganization or any other applicable situation.

The Employer will notify the Union pending temporary lay off and reductions in force actions as far in advance as possible, giving the number of employees, job classification and work area affected, the approximate date action is to be taken and the reason for the temporary lay offs or reductions in force.

The Union may make its views and recommendation known to the Employer concerning the implementation of such temporary lay offs or reduction in force affecting any employee of the unit.

Section 18.3. The Employer further agrees that prior to a temporary layoff or reduction-in-force of any employee, eligible employee(s) will, to the maximum extent possible, if qualified, be placed on existing vacancies or positions that would preclude a temporary layoff or reduction in force for the purpose of providing continuous employment to the employee(s) involved. Employees reversion (retreat) right shall be in accordance with regulations of higher authority and this agreement .

Section 18.4. The Employer agrees that regular full time and regular time employees subject to any layoff or reduction-in-force, shall be provided thirty (30) days written advance notification prior to the effective date of such action. Such notification shall contain the reasons for action. The requirement of thirty (30) calendars days advance notice is changed to twenty-four hours advance notice in those cases where there is a significant reduction in business and a reduction in the basic workweek of regular full time and/or regular part time employees is required for more that fourteen (14) calendar days because of a mission change at the Naval Base, such as sudden deployment of ships/personnel; or, due to unforeseeable circumstances such as sudden breakdown in equipment ; or, an emergency situation requiring immediate curtailment of activities, it is necessary to furlough employees for more than fourteen (14) calendar days; such unforeseen circumstances as an act of war. Significant reductions in employees basic week hours under this section will be accomplished by job title, job grade, job series, number and seniority. No regular full time or regular part time employee will suffer a reduction in their basic workweek hours under this section until all intermittent temporary employees in their job title, job grade, job series and have had their basic workweek hours reduced to zero.

Section 18.5. The Employer agrees to give maximum consideration, based on seniority, to the re-employment of temporary laid-off employees or an employee who has been terminated due to a reduction-in-workforce for any position for which they are qualified, prior to new employees being hired. In this connection the Employer further agrees to notify said employee by registered mail, at his last known address, of such rehirement. If the employee fails to respond within seven calendar days to such recall, the Employer's obligation shall be considered fulfilled.

Section 18.6. All prior DOD NAFI service as a regular full-time and /or a regular part-time employee will be credited to the length of service a rehired NAFI employee who was separated because of reduction-in-workforce.

Section 18.7. Employees who voluntarily accept demotion to a lower classification, under the retreat right clause to avoid RIF action, will be afforded prime consideration for repromotion to such former position, or any intervening position, or any intervening position for which qualified when vacancies exist.

## ARTICLE 19

### DISCIPLINARY ACTIONS

Section 19.1. It is agreed that all disciplinary actions taken by the Employer against an employee will be administered in a fair and impartial manner and that employees will be discharged or otherwise disciplined only as provided for in applicable laws and regulations.

Section 19.2.

a. Disciplinary actions and adverse actions must be based on just cause. The taking of a formal disciplinary action against an employee excluding reprimands will require written notice in accordance with published agency policies and regulations. The employee will be advised specifically as to details of the offense which he is charged, sufficiently to enable the employee to understand the charge.

b. The employee has the right to be represented at any examination of the employee by a management representative in connection with an investigation if-

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

The Employer agrees to notify employees of this right annually.

c. If the employee elects to have his representative present, questioning will not commence until the representative is present. The employer agrees to furnish the employee with 1 extra copy of the proposed disciplinary action and related correspondence for the use of employee's representative.

Section 19.3.

a. The Employer, when initiating a disciplinary action against an employee, will insure that the employee is provided sufficient advance notice as required by applicable regulations. The advance notice will state specifically and in detail all reasons supporting the proposed action and provide at least 7 calendar days for the employee to make his reply. The Employer will render a prompt decision in the matter after giving due consideration to all materials presented.

b. An employee being separated for cause shall be furnished an advance written notification of 30 calendar days. The notification shall include a complete statement of charges, effective date of separation, and a reminder of the employee's rights under the negotiated grievance procedure.

Section 19.4. When an employee is suspended or separated and subsequently the case dismissed, the decision reversed, or the employee cleared, he will be compensated retroactively in accordance with the deciding official's determination. In such case, documents relating to the suspension or separation shall be removed from his personnel file.

Section 19.5. The negotiated grievance procedure in Article 32 of this Agreement, to the extent permitted by law, is the sole procedure by which a Unit employee may grieve a disciplinary action.

Section 19.6. It is recognized that employees have an obligation to honor their valid and just debts. The Employer will not act as a collecting agent for debts allegedly due by an employee to any private individual or firm or become an arbiter when the validity of such debt is questioned.

ARTICLE 20

JOB DESCRIPTIONS

Section 20.1. The Union shall assist management in informing employees regarding position classification system including:

a. The responsibility of management to assign duties and responsibilities to positions in such a way that will result in the most economical and efficient organization in keeping with accepted position and pay management principles.

b. The Department of the Navy requirement that the statement "performs other duties as assigned" be included in all job descriptions is designed to illustrate the principle that the assignment of duties to the employees is not limited by contents of the job description. However, these duties will normally be job related. All indetical positions within the same activity are covered by the same job description and are classified accordingly.

Section 20.2. Each employee shall be furnished a current, accurate copy of his position description with amendments as appropriate.

## ARTICLE 21

### PERFORMANCE EVALUATION

Section 21.1. The Employer and Union agree that the purpose of the performance evaluation is to establish a system for evaluation the quality of employee performance on a continuing basis against realistic performance requirements. The system provides for advising employees about these requirements and evaluations of their performance, for recognition of exceptional performance, and for action to improve performance.

Section 21.2. Each employee serving a regular appointment, either full-time or part-time will be given a performance rating annually, except a regular employee serving in their probationary period.

- a. The performance of unit employee will be evaluated fairly and objectively.
- b. Performance evaluation will be utilized to increase the efficiency of employees.
- c. Performance evaluation will be a major factor in making decisions on training, retention, promotion, reassignment, removal, and other personnel actions.
- d. Employee performance will be evaluated only under reasonable requirements that are in effect during the rating period, are known to the employee, and which the employee has had a fair opportunity to meet.
- e. An employee will be rated only on the performance of tasks which are a part of his position of record or a position officially established to which he has been officially detailed.
- f. No requirement will be established that performance ratings conform to a predetermined distribution, numeric quota, or ration for the various types of ratings.
- g. The performance rating process or methods will be made known to both employee and supervisors.
- h. No policy rating process or methods will be made known to both employee and supervisors.
- i. Employees will be rated on the basis of their possession and application of knowledge and skills pertinent to their positions, the quality and quantity of their work, and work relationships and personal traits that contribute to their value and efficiency as employees.
- j. Each employee will be furnished a copy of his annual performance evaluation.
- k. Each supervisor will discuss with each employee he supervises the employees' annual performance evaluation on or near the date the evaluation is made.

Section 21.3. The performance of each employee serving a 6-month probationary period will be evaluated 4 months after they begin their probationary period. The supervisor will assign a rating and will recommend that the employee be retained in (or separated from) employment with the Unit, basing the recommendation on the employee's ability, conduct, and general character traits. Section 21.2 should be used as a guide for preparation of probationary employee performance appraisals.

Section 21.4. Eligible employee may request a review of their annual performance ratings which are satisfactory or unsatisfactory under the negotiated grievance procedures. The request may be initiated only by the employee who received the rating. In order to receive consideration, it must be filed, in writing , within 15 calendar days of receipt by the employee of the rating. Probationary period ratings may not be appealed under agency provisions.

## ARTICLE 22

### INCENTIVE AWARDS

Section 22.1. Recognizing the vitally important contribution beneficial suggestions make toward a better, more efficient , and less costly operation, the Union shall fully support the beneficial suggestion program as it is implemented in the Unit. The Union shall demonstrate their support by:

- a. Designating a nonvoting representative to participate in the deliberations of the Incentive awards Committee with respect to program planning and evaluation.
- b. Periodically, but not less than semi-annually, publicizing , promoting or explaining the program.

## ARTICLE 23

### UNIFORMS

Section 23.1. The Employer agrees to furnish at no cost to the employees all uniforms which the Employer requires the employees to wear in the performance of their duties. The Employer agrees to furnish an adequate number of uniforms. The Employer agrees to furnish an adequate number of uniforms. When the Employer has a requirement that uniforms be starched, the Employer will provide the employee with clean, starched uniforms. When there is no requirement that employees wear starched uniforms, the Employer may furnish wash and wear uniforms to the employees. Employees to whom wash and wear uniforms are furnished will be responsible for the washing and maintenance of their uniforms.

Section 23.2. it is agreed that the word “uniform “ includes distinctive outer garments, except shoes, or costumes which are required to meet certain standards which would distinguish them from normal items of civilian dress during off-duty hours or which identify the employee’s place or position of employment. It is agreed and understood that uniforms remain the property of the activity or fund.

## ARTICLE 24

### EMPLOYEE UTILIZATION

Section 24.1. The Employer agrees that it shall be the policy of this activity to compensate employees on the basis of highest level of duties regularly performed.

Section 24.2. The Employer agrees that every effort will be made to assign Unit employees to work appropriate to the position held. In the event that it becomes necessary to temporarily assign employees to work of a lower level than the position held, the Employer agrees that affected employees within the organizational element of the Unit involved will be assigned on an equitable basis, based on consideration.

Section 24.3. Employees will be paid at rates established in pertinent regulations and subject to limitations of the Fair Labor Standard Act, as amended.

Section 24.4. An eligible employee, including off-duty military, who has not reached the maximum rate for his grade will be advanced successively to the next higher rate of his grade at the beginning of the next pay period following completion of the prescribed waiting period, provided he has not received an equivalent increase for any reason during the waiting period, and

The current WPR reflects an overall ranking of at least satisfactory.

Section 24.5. When a within grade step increase is to be withheld:

a. A unit employee will be notified by the RANEO at least 60 days before the end of the waiting period when his work is not satisfactory. The employee must be informed in writing not later than the completion of the waiting period of determination to withhold the employee's within grade increase. The notice shall be signed by the RANEO. The written notice shall:

- (1) State the reasons for withholding the within grade increase;
- (2) Refer to previously-held discussion with the employees as required by applicable regulations; and
- (3) State what improvement is required to bring his work up to a satisfactory or better level. Failure to inform the employee by written notice by the end of the waiting period cannot serve as a basis for not granting the within grade increase.

Section 24.6. An employee may request a reconsideration of a determination to withhold his within grade increase in accordance with applicable regulations. The employee may be represented by a Union officer or steward, or any representative of his choosing, during the reconsideration process.

## ARTICLE 25

### LOCALITY WAGE SURVEYS

Section 25.1. The Union shall be notified of the time and extent of locality wage surveys scheduled by the Department of Defense Wage Fixing Authority.

Section 25.2. When so designated by the Department of Defense Wage Fixing Authority, the Union will designate a representative who will serve as a member of the Locality Wage Survey Committee. Additional participation by the Union in the wage survey shall be governed by provisions of FPM 532-2 and other pertinent instructions from Department of Defense and Department of the Navy.

Section 25.3. Reasonable time during working hours will be granted to not more than one employee in the Unit selected by the Union to appear before the Locality Wage Survey Committee to present the Union's viewpoint on such matters as areas, industries, establishments, and jobs to be covered in the wage survey.

Section 25.4. The effective date of any pay adjustment resulting from a wage survey will be no later than the first day which begins on or after the 45<sup>th</sup> day, excluding Saturdays and Sundays, following the date on which the wage survey was ordered to be made. This date will be determined by DOD directives.

## ARTICLE 26

### TRAINING

Section 26.1. The Employer and the Union agree that training and development of employees within the Unit is a continuing process. The Employer agrees to establish and conduct OJT training , as required, designed to improve employee skills in order to allow them to contribute fully to the operation and function of the Employer.

Section 26.2. Training will normally be conducted during the regular working hours of employees involved. No loss of pay or charge to leave will result from scheduled training. Employer directed training conducted outside regular working hours will be considered as official time.

Section 26.3. In recognition of the mutual advantage to the Employer and the employee, the Employer agrees to identify areas for training to meet future needs.

## ARTICLE 27

### SAFETY AND HEALTH

Section 27.1. The Employer will provide as far as possible a safe and healthful work place for all employees as required by the Occupational Safety and Health Act. The Employer and the Union agree that all employees, supervisors, and management officials are responsible for prompt reporting of unsafe practices and equipment. The Employer and the Union shall encourage all employees to work in a safe manner.

Section 27.2. The Employer agrees that the Union may have representation on the Naval Hospital Safety Council. In accordance with current regulations, the Union President or his designee is the designated member. The Union agrees to support fully and promote the principles of the Naval Hospital Safety Program.

Section 27.3. The Employer agrees to maintain a record of all reported accidents or reported possible cause of potential accidents and hazardous conditions as required by Federal rules and regulations.

Section 27.4. Personal injury accidents which case time lost from the job will be reported by the Employer to the Union as expeditiously as possible, normally not later than 24 hours after the accident. The Union will be permitted to make a reasonable investigation of the accidents site and confer with the injured and witnesses to the accident. The Union's activity in connection with the investigation will in no way be permitted to hamper any official investigation on progress.

Section 27.5 In the event a Federal safety inspector visits a NAF activity, the Union representative may be permitted to participate in the walk-through inspection .

Section 27.6. Subject to provisions of applicable regulations, the Employer will provide all employees with such protective clothing and equipment as is necessary for their protection and the Union will encourage the employees to use the protective equipment . Changes in or substitution of authorized protective equipment will be coordinated with the Hospital Safety Officer . No employees will be required to perform work without the protective equipment and safety devices authorized and required.

Section 27.7. An employee, or group of employees, will not be required to work under conditions which proper authority has determined unsafe, hazardous, or unhealthy, beyond those inherent hazards which cannot be eliminated by standard or developed safety practices and procedures.

Section 27.8. No employer shall be required to work alone in an inherently hazardous situation without periodic checks being made by designated personnel. A minimum of one check for each three hour period shall be made.

Section 27.9. The Employer agrees to supply and maintain fire extinguishers in accordance with governing and controlling regulations. The Employer and the Union agree to urge employee cooperation to assure that fire extinguishers are not tampered with and that clothing , lunch boxes, or other foreign materials are kept away from the fire extinguishers.

Section 27.10. Management will make continually available to employees information concerning the Nonappropriated Fund Instrumentalities Act, and the procedures for reporting injuries. It is agreed that employees shall normally report accidents within 14 hours of the accident, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical service to employees. Time spent in the Emergency Room by injured employees during working hours shall not be charges to leave.

Section 27.11. The Employer upon receipt of official notification of occupational injury or illness will make every effort to notify the employee within three (3) days of the options in benefits under the the Nonappropriated Fund Instrumentalities Act.

Section 27.12. Emergency transportation and first aid for employees injured on the job shall be provided as necessary by the Employer. When the Medical Officer determines that an employee is physically impaired for duty, after reporting for work , the RANEO will assist the employee in obtaining transportation to the employees home or personnel physician, when Medical Officer determines that such transportation is necessary.

Section 27.13. Any written Operating Instructions or Standing Operating Procedures concerning safety practices or safety procedures will be posted on appropriate bulletin boards or maintained in files which are readily available to employees who need to know or use the instructions or procedures. Employees will be appraised of the instructions prior to filing or posting. Appropriate bulletin boards are those boards normally reviewed by employees who need to know or use the instructions or procedures. The Union and the Employer will encourage employees to acquaint themselves with safety instructions and procedures pertinent to their jobs.

## ARTICLE 28

### EQUAL EMPLOYMENT OPPORTUNITY

Section 28.1. it is the policy of the Department of the Navy that all persons will be accorded equal that all persons will be accorded equal opportunity in all civilian employment matters. This policy applies to all civilian employees of the Navy Exchange, Charleston, S.C. and its branches. Execution of this policy and achievement of its objectives is an inherent responsibility of every Supervisor and Manager, both military and civilian. Discrimination on the basis of race, color, sex, age, religion, national origin, marital status or physical or mental handicap is prohibited.

Section 28.2. Complaint Processing:

a. Employees who believe they have been discriminated against because of race, color, sex, age, religion, national origin, marital status or physical or mental handicap, will be directed to and afforded the opportunity to report to, and consult with, the Naval Hospital Deputy Equal Employment Opportunity Officer. Employees desiring further information on discrimination complaint handling procedures or designated command EEO counselors should contact the Navy Exchange EEO Administrator, telephone 803-743-4551.

Section 28.2 b. The Employer and the Union will follow SECNAVI NST 5300.26 concerning sexual harassment.

Section 28.3. The Employer recognizes the Union's responsibility for making constructive contributions to the national goal of equality of opportunity as expressed in Executive order 11478, The Union is encouraged to fully participate in Equal Employment Opportunity Programs and to contact the Equal Employment Opportunity Coordinator and the Federal Women's Program Coordinator on the furtherance of this policy, and the Union will be given the opportunity to participate fully in any program established at the Exchange level.

## ARTICLE 29

### CIVIC RESPONSIBILITIES

Section 29.1. The Employer and the Union recognize the value of employee participation in the civic activities and special programs approved by Department of the Navy, and encourage all employees in the Unit to work towards community improvement.

Section 29.2. The Union agrees to exert every possible effort to encourage employees' full support and participation in fund drives, drug abuse program, alcoholic abuse program, fire prevention and safety programs.

## ARTICLE 30

### EMPLOYER UNION COOPERATION

Section 30.1. The parties agree that they will actively combat absenteeism, carelessness, inefficiency and any other practice which restricts production and hampers efficiency. The parties agree that they will actively cooperate in efforts to eliminate waste, conserve materials and supplies; improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and strengthen good relations among the Employer, the employees, and the local community.

Section 30.2. It is mutually agreed that the relationship between the Employer and the Union in all conferences, negotiations, consultation, or any other matter is, and will remain, based upon mutual respect of the privileges and rights of each party with the paramount objective of serving the best needs of the Employer, the Union, and all employees.

## ARTICLE 31

### EMPLOYER-UNION MEETINGS

Section 31.1. The Employer and the Union shall meet as required for the purpose of reviewing and discussing matters of common interest in establishing and maintaining labor-management cooperation.

Section 31.2. Either party may request in writing such meeting at any time, at least 7 calendar days in advance of the preferred date. The meeting will be held at a mutually agreed upon time and date, but in no case later than 14 calendar days after receipt of initial request for a meeting.

Section 31.3. At least 7 calendar days prior to established date of meeting, both parties will notify the other in writing of subject matter to be discussed.

Section 31.4. Minutes of these meeting will be prepared by the Employer and a copy furnished the Union within a reasonable time. The Union may furnish written comments which will be filed with the minutes to which they refer.

Section 31.5. The Union president or his designee and not more than two Union representatives of his choosing will meet with the Employer as required.

Section 31.6. Meetings specified by this article will be official duty time for all concerned when meetings are held during their normal tour of duty.

## ARTICLE 32

### GRIEVANCE PROCECDURE

Section 32.1. Purpose. The purpose of this Article is to provide a mutually acceptable method from prompt and equitable settlement of grievances.

Section 32.2. Scope. A grievance means a complaint - -

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any employee; or
- c. by any employee, the Union, or the employer concerning - -
  - (1) the effector interpretation or claim of breach, of this collective bargaining agreement;
  - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. except that it shall not include a grievance concerning - -
  - (1) any claimed violation relating to prohibited political activities; or
  - (2) retirement, life insurance, or health insurance; or
  - (3) a suspension or removal for National Security reasons, Section 7532; or
  - (4) any examination, certification or appointment relating to initial employment ;

or

(5) the classification of any position which does not result in reduction in grade or pay of an employee; or

(6) Matters subject to statutory appellate procedures. Where applicable, the Equal Employment Opportunity Commission may be requested to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by law administered by the Equal Employment Opportunity Commission.

Section 32.3. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances which fall within its coverage.

Section 32.4. Appeals and Grievance Options. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may, at their option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised their option under this section when they file a timely notice of appeal under the applicable appellate procedure or file a timely grievance in writing in accordance with the negotiated grievance procedure, whichever event occurs first

Section 32.5. Question of Grievability. All disputes of grievability or arbitrability shall be placed before the Arbitrator as a threshold issue in the related grievance if the grievance is brought to arbitration.

Section 32.6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with employer officials.

Section 32.7. Adverse Action Procedure.

Step 1. Any complaint which involves an adverse action shall first be taken up orally by the concerned employee and the Union representative with the Navy Exchange Officer within 7 calendar days of the final notice of action. The Navy Exchange Officer will render a written decision within 7 calendar days of the meeting.

Step 2. If the matter is not satisfactorily settled at Step 1, the Union can invoke arbitration within 20 calendar days receipt of the employee's decision at Step 1.

Section 32.8. Non-Adverse Action Procedure.

Step 1. Any grievance except as provided for in Section 7 shall first be taken up orally by the concerned employee or Union representative with the RANEO in an attempt to settle the matter. Any grievance not taken up with the employee's immediate supervisor, or in the case of a grievance one of the parties, with appropriate representatives of the Union or the employer, within 15 calendar days after the event that caused the grievance, shall not be presented nor considered at a later date except in cases where the employee or aggrieved party could not reasonably have been aware of such event occurring. Extensions of this and other time limits stated in this agreement may be mutually

agreed upon to provide for unusual cases. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the RANEO for adjustment consistent with the terms of this Agreement, the Union shall have an observer present at the time of the adjustment.

Step 2. If the matter is not satisfactorily settled following the initial discussion, the Union may, within 7 calendar days, submit the matter in writing to the Navy Exchange Officer. The Navy Exchange Office or his designee will meet with the Union representative and any aggrieved employees within 7 calendar days after receipt of the grievance. The Navy Exchange Officer shall give the steward and employee his written answer within 7 calendar days after the meeting.

Step 3. If the grievance is not satisfactorily settled at Step 2, the Union or the employer may refer the matter to arbitration within 20 Calendar days of the Step 2 decision.

Section 32.9. Identical grievances which impact on more than one employee may be submitted in writing by the Local President or his designee directly to the Navy Exchange Officer. The Navy Exchange Officer or his designee and the Local President or his designee will meet within 7 calendar days after receipt of the grievance to discuss the grievance. The Navy Exchange Officer shall give the Local President his written answer within 14 calendar days after receipt of the grievance to discuss the grievance. The Navy Exchange Officer shall give the Local President his written answer with 14 calendar days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to Arbitration within 20 calendar days of receipt of the final answer. Nothing herein will preclude either party from attempting to settle such a grievance informally at the appropriate level.

Section 32.10. Failure of the employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the employee or their representative to observe the time limits provided for herein shall be a basis for termination of the grievance by the employer.

## ARTICLE 33

### ARBITRATION

Section 33.1. When a grievance is not resolved under the negotiated grievance procedure, the grievance may be referred to arbitration only at the request of the Employer or the Union, and does not require the approval of any employees involved. Any employee desiring a grievance to be submitted to arbitration may submit such a request to the Union within 10 days of the receipt of a final decision under the grievance to be submitted to arbitration may submit such request to the Union within 10 days of receipt of a final decision under the grievance procedure. Upon written request by either party within 30 calendar days after issuance of the Employer's final decision, a grievance shall be submitted to arbitration.

Section 33.2. Within 7 calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of 7 impartial persons qualified to act as arbitrators. The parties shall meet within 7 calendar days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 7 and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 33.3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or, upon inaction or undue delay on the part of either party.

Section 33.4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission as a threshold issue and the arbitrator shall determine the issue to be heard.

Section 33.5. The arbitrator's fee and the expense of the arbitration, if any shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All employees participating in the hearing shall be in a duty status.

Section 33.6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The date of the award or decision shall be the same as the date on which the decision is mailed or delivered to the parties. If the decision is mailed, procedures to assure delivery, registered or certified mail, will be used.

Section 33.7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

#### ARTICLE 34

##### GENERAL PROVISIONS

Section 34.1. No supervisor at any level shall interrogate any employee in any manner concerning his Union membership.

Section 34.2. The Employer agrees to provide space on designated bulletin boards in the Unit provided at each bulletin board is:

- a. One that is in close proximity to the general work area;
- b. In an area where employees within the Unit are known to congregate; and
- c. One which is normally used to post material for employees in the Unit, The size of space available shall be limited to one-third of the bulletin board and shall not exceed 18 inches across the top extending the full depth of the bulletin board. The Union shall be held solely responsible for posting and removing material and maintaining its space in an orderly fashion. The Union shall be held solely responsible for the posted material in terms of accuracy and adherence to ethical standards.

Section 34.3. The Employer agrees to initially reproduce copies of this agreement for each employee and provide to the Union. If this Agreement is not modified during its duration, additional copies will be reproduced by the Employer as needed.

Section 34.4. it is agreed that a copy of this Agreement will be posted on each officially designated bulletin board within the Unit for the duration of the Agreement.

Section 34.5. The Employer agrees to inform all new or rehired employees of the Unions exclusive recognition and provide each new employee with a copy of this Agreement.

Section 34.6. Five copies of position vacancy announcements pertaining to Unit positions will be furnished to the Union.

Section 34.7. it is agreed that, within (30) calendar days after the execution of this Agreement, the Employer will furnish, a list of the names, position titles, grades and organizational units of all employees in the Unit. Further, a similar list will be furnished, at six months intervals thereafter, upon written request, for the duration of this Agreement.

Section 34.8. A NAF employee will be reimbursed for using his POV if specifically directed to do so by his supervisor. Of the employee choses to use his POV for his own convenience, no reimbursement will be made.

Section 34.9. To the extent that space and funds are available, the Employer will make every effort to provide a space with table and chairs for lunch for employees whose lunch periods are outside the regular duty hours, and to provide and maintain sanitary washroom facilities as near work sites as economically possible. To the extent that space and funds are available, the Employer will make every effort to provide locker facilities for employees whose assignment involves use other than street clothes.

Section 34.10. An employee is authorized to review contents of his own personnel file, and material relating to investigation records, medical records and employment inquiries excepted.

Section 34.11. All employees assigned to Food Services Department will be permitted to eat meals prepared by the activity to which assigned if they so desire. They will not be required to use food prepared by activity but may elect to bring prepared lunches for consumption on the premises. Such lunches will be stored and consumed in areas and at times designated by activity manager. Charges for items consumed by employees shall be prescribed by the Navy Exchange manual.

Section 34.12. Decisions regarding contracting work out of the Unit and transfer of work within the Nonappropriated Fund activities are areas of discretion of the Employer and higher authority. In this regard, the Employer agrees to consult with the Union concerning any work situation changes affecting Unit

Section 34.13. The Employer agrees to furnish the Union with one complete set of appropriate personnel regulations and charges thereto.

## ARTICLE 35

### AGREEMENT

Section 35.1. The effective date of this Agreement shall be 30 days from the date it is signed by the parties, or approved by the head of the agency, or an official designated by him, whichever is sooner.

Section 35.2. This Agreement shall be binding upon the Employer and the Union for a period of three years from the effective date of this Agreement and renewed for the effective date of this Agreement and renewed for one year periods thereafter unless either party shall notify the other in writing not more than 105 days nor less than 60 calendar days prior to the effective date at the end of the third year, or to any subsequent anniversary date of its desire to modify or terminate this Agreement. This Agreement shall terminate automatically, however, on such date it is determined that the Union is no longer entitled to exclusive recognition in accordance with Public Law 95-454.

Section 35.3.

a. When changes in existing laws and regulations promulgated outside the Department of the Navy have the effect of negating or invalidation any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law, directive or regulation may be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party with required response within 30 days by the other party.

b. This Agreement may be opened for amendment(s) by the mutual consent of both parties at anytime after it has been in force and effect for at least six months. Request for such amendments(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within 30 calendar days after receipt of such notice to discuss the matter(s) involved in such request, unless an extension of time is mutually agreed upon by both parties for unusual reasons. If the parties agree that opening is warranted on any such matter, they shall proceed to negotiated on amendment(s) to same. No change shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will duly executed by the parties.

c. Amendments are subject to review and approval by NAVRESSO and become binding only after NAVRESSO approval.

In witness whereof, the parties hereto have executed this Agreement  
The 16<sup>th</sup> Day of January 1984.

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President  
Local 2796, AFGE

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Navy Exchange  
Chief Negotiator

AFGE, LOCAL 2796  
Negotiating Committee

“APPROVED BY THE NAVY RESALE AND SERVICES SUPPORT ON 14  
FEBRUARY 1994, TO BE EFFECTIVE ON 14 FEBRUARY 1984.”