

AGREEMENT

BETWEEN

NAVY RESALE SYSTEM
FIELD SUPPORT OFFICE
NORFOLK, VIRGINIA

AND

LOCAL 400

UNITED FOOD AND COMMERCIAL

WORKERS UNION
AFL-CIO

NORFOLK / UFCW LOCAL 400

INDEX

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|---|-------------|
| | Preamble | 1 |
| I | Recognition and Unit Determination | 1 |
| II | Provisions of Law and Regulations | 1 |
| III | Rights of the Employer | 2 |
| IV | Rights of Employees | 3 |
| V | Union Rights and Obligations | 3 |
| VI | Appropriate Matters for Consultation or Negotiation | 6 |
| VII | Hours of Work | 6 |
| VIII | Overtime | 6 |
| IX | Holiday | 9 |
| X | Sick Leave | 10 |
| XI | Annual Leave | 10 |
| XII | Military Leave | 12 |
| XIII | Court Leave | 12 |
| XIV | Absence for Maternity Reasons | 12 |
| XV | Reduction in Force | 13 |
| XVI | Equal Employment Opportunity | 14 |
| XVII | Training | 15 |
| XVIII | Health and Safety | 15 |
| XIX | Promotions and Assignments | 16 |
| XX | Personnel Records | 17 |
| XXI | Grievance Procedure | 18 |
| XXII | Arbitration | 20 |
| XXIII | Adverse Action Appeal Procedure | 21 |
| XXIV | Disciplinary Actions | 22 |
| XXV | Contracting out and use of Military Personnel | 24 |
| XXVI | Job Descriptions | 24 |
| XXVII | Work Performance Reviews | 24 |
| XXVIII | Wages and Wage Surveys | 25 |
| XXIX | Working Conditions | 25 |
| XXX | Rest Periods | 25 |
| XXXI | Orientation | 25 |
| XXXII | Nepotism | 26 |
| XXXIII | No Strike | 26 |
| XXXIV | Dues Withholding | 27 |
| XXXV | General Provisions | 28 |
| XXXVI | Duration and Amendments | 28 |

PREAMBLE

This agreement is made between the Navy Resale System Field Support Office, hereinafter referred to as the "Employer" and Local 233, of the United Food and Commercial Workers Union, AFL-CIO, CLC, hereinafter referred to as the "Union". Collectively, the Employer and the Union shall hereinafter be known as the "Parties".

ARTICLE I RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes the Union as the exclusive representative of all eligible employees in the unit (as defined in Section 2). The Union recognizes and accepts its responsibility for representing without discrimination and without regard to Union membership, race, creed, sex, color, age, mental or physical handicap, or national origin the interest of all eligible employees in matters relating to the application or interpretation of express terms of this Agreement.

Section 2. The unit to which this Agreement is applicable is composed of all nonappropriated fund employees of the Navy Resale Field Support Office, Norfolk, Virginia, excluding managers, officials, supervisory employees and other employees excluded in accordance with Section 7112 of Title VII.

ARTICLE II PROVISIONS OF LAW AND REGULATIONS

Section 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 policies set forth in the Navy Exchange 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 regulations of appropriate authorities, or authorized by the term of a controlling agreement at a higher agency level.

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

Section 3. When this agreement provides for furnishing documents to the employee, Union, arbitrator and others, it is understood that the furnishing of these documents will be within the legal requirements of the Privacy Act.

ARTICLE III
RIGHTS OF THE EMPLOYER

Section 1. Management retains the right, in accordance with applicable laws and regulations to:

a. Determine the mission, budget, organization, number of employees and internal security practices of the Field Support Office;

b. Direct employees of the Field Support Office;

c. Hire, promote, transfer, assign, fill vacancies by any means, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees;

d. Relieve employees from duties because of lack of work or for other legitimate reasons;

e. Maintain the efficiency of Government operations entrusted to them;

f. Determine the methods, means and personnel by which such operations are to be conducted;

g. Take whatever other actions may be necessary to carry out the mission of the Field Support Office in emergency situations;

h. Establish hours of work and tours of duty;

i. Conduct informal meetings with employees of the unit;

j. Contract out work when deemed necessary by management;

l. Make necessary rules and regulations and changes in local personnel policies and procedures and work conditions after discussion with the Union and interpret agency regulations; and,
Exercise all customary and usual rights of management.

Section 2. No obligation exists for the Employer to consult or negotiate with respect to such areas as the following:

a. The numbers, types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty or on the technology, methods and means of performing work ; or

b. Procedures which management officials will observe in exercising their authority.

Section 3. All rights, powers and prerogatives which have not been specifically abridged, altered, or modified by this agreement are recognized by the Union as being retained by the Employer.

Section 4. The provisions of this agreement shall apply to all supplemental and informal agreements.

ARTICLE IV RIGHTS OF EMPLOYEES

Section 1. The Parties agree that employees in the bargaining unit have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. In the exercise of this right, employees and their representatives will be free from interference, coercion, restraint and discrimination.

Section 2. No employee will participate in any activity as an officer or agent of the Union which would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with official duties of the employees.

Section 3. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer.

Section 4. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. This provision shall apply to all supplemental, subsidiary or informal agreements between the Employer and the Union.

ARTICLE V UNION RIGHTS AND OBLIGATIONS

Section 1. Under the terms of this agreement, the Union has the exclusive right to represent all employees in the unit in consultations or negotiations with management regarding terms of employment and work conditions within the limits of regulations and directives which are within the discretion of the Employer. The Union has the right to be present at formal discussions between management and the employee concerning individual employee grievances, personnel policies and practices, or other matters affecting working conditions. This right to be present does not extend to informal discussions of matters between the employee and supervisory officials.

Section 2. The Union must represent in good faith the interest of all employees in the unit without discrimination with regard to membership in the Union.

a. The Union is obligated to negotiate in good faith with management officials with the objective of reaching agreement by a diligent and serious exchange of information and views and by avoiding unnecessarily protracted negotiations.

b. The Union will furnish the Field Support Office a copy of the Union's constitution and by-laws.

c. The Union will furnish the Officer in-Charge (Field Support Office) a roster of the officers

and representatives of the Union and any changes thereto.

Section 3. The Employer agrees to recognize the officers, chief steward, and stewards of the Union. In addition to the chief steward, the Employer recognizes six location stewards as follows:

| Location | Number of Stewards |
|------------------------|----------------------------|
| Building "E" | 1 |
| CD1 | 1 |
| SDA 213 and 201 | 1 (plus 1 for night shift) |
| Z101 and Z105 | 1 |
| Portsmouth #408 - #348 | 1 |

Employees whose work stations are at places other than those named above shall be served by the nearest available steward. The Union will provide the Employer with sufficient copies of the steward roster to permit the posting of their names on official bulletin boards. The roster will indicate the specific areas which each steward will serve. Further, the Union will notify the Employer in writing of any changes in officers and stewards.

Section 4. Each steward's activities will be restricted to his/her area as designated in Section 3. If a steward is absent for an extended period, a substitute steward may assume the absent steward's duties upon notification by a Union officer to the Officer-in-Charge (Field Support Office). The following levels of representation shall apply:

| | |
|-----------------------------|---|
| Location Steward | First-line supervisor (NS) |
| Location Steward | First-line Manager (UA) |
| Chief Steward/Union Officer | Division Director/Personnel Manager |
| Union Officer (s) | Officer- in-Charge (Field Support Office /Division Director/Personnel Manager/JAGC. |

The aggrieved employee may be present at each level.

Section 5. The Employer agrees that the chief steward and the stewards shall be permitted reasonable time to contact employees for discussion of grievances and other appropriate matters directly related to the work situation subject to the qualifications stated below. Prior to leaving their assigned duties, stewards shall first obtain the approval of their supervisor and the supervisor of the employee (s) they wish to contact. The supervisor will also be notified when the employee returns to work. The Union will ensure that its location stewards devote not less than 95% of their regularly assigned hours per workweek to their primary job assignments.

Section 6. In accordance with applicable directives of the Office of Personnel Management, successor to the Civil Service Commission, time used by representatives of the Union for Union activities must be identified (for record purposes) so as to distinguish it from production functions. Therefore, when a steward or a chief steward is required to stop work to conduct authorized Union business, he/she will obtain oral permission from his/her supervisor and request a TIME OUT SLIP provided by Management. Completion of the TIME OUT SLIP will be accomplished by the steward/chief steward. In order to minimize unproductive time, the steward/chief steward will contact the supervisor of the employee to be visited prior to contacting the individual employee. In the event the supervisor denies permission to conduct

business with the employee at that time, the supervisor will inform the steward/ chief steward as to the reason for denial and advise him/her as to when he/she can reasonably expect to be able to contact the employee. When the supervisor summons the employee in response to the request, the supervisor will designate an area for the conduct of the Union business. Upon his/her return to his/her work assignment, the steward/ chief steward will notify his/her supervisor of his/her return and turn in his/her completed TIME OUT SLIP. Completion of a TIME OUT SLIP is required to properly record Union member's time not allocated to production.

Section 7. The chief steward and stewards are encouraged in the performance of their duties to:

- (a) Advise the cognizant supervisor and local officials of potential problem areas with a view toward improving working conditions for the prevention of complaints and for the mutual benefit of all parties.
- (b) Advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors.
- (c) Seek to determine the merits of an employee's complaint through the collection and consideration of facts.
- (d) Advise the employee on the merits of his/her complaint and the action which it warrants.
- (e) Assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

Section 8. In the performance of the duties listed in Section 4 above, stewards will be allowed to receive, but not solicit, complaints and grievances of employees while in a duty status. It is agreed and understood that during the performance of such duties, nonrepresentational activities, such as, but not limited to, the following may not be performed during working hours:

- (a) Matters pertaining to internal management of the Union.
- (b) Membership meetings.
- (c) Solicitation of membership.
- (d) Collection of dues or assessments.
- (e) Campaigning for union office.
- (f) Distribution or posting of Union literature, notices and authorization cards.

Section 9. Upon request, the Employer agrees to meet with authorized non-employee representatives of the Union during normal working hours to discuss issues under the terms of this Agreement. Duly elected officers and/or designated representatives will perform their duties in accordance with applicable laws, regulations, rules and the provisions of this Agreement.

Section 10. The Union agrees to orient and indoctrinate stewards with respect to the provisions of this Agreement.

Section 11. The Union agrees to provide to the Employer for review and approval all material(s) prior to distribution or posting on Field Support Office provided board spaces.

Section 12. The Union shall be given the opportunity to be represented at :

a. any formal discussion between one or more representatives of the Field Support Office and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or general condition of employment : or

b. any examination of an employee in the unit by a representative of the Navy 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 request representation.

Section 13. Employees may request any specific information concerning personnel regulations from their supervisors, or at the Personnel Office after obtaining permission from their Department Manager. The Union will be provided with one (1) copy of Chapter 3 of the Navy Exchange Manual and receive changes.

Section 14. The Navy Resale System Field Support Office agrees to grant paid time to unit stewards to attend Union sponsored training up to 8 hours per steward per year.

ARTICLE VI APPROPRIATE MATTERS FOR CONSULTATION OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation or negotiation with the recognized Union will include polices affecting working conditions to the extent such as safety, training, labor management cooperation, employee services, methods of adjusting grievances, appeals, granting leave, promotion plans, demotion practices, paying practices, and reduction-in-force practices. A climate of cooperation and consultation will be encouraged between Union and the Navy Resale System Field Support Office.

ARTICLE VII HOURS OF WORK

Section 1. Assignment of the employees' hours of work, the basic workweek and any changes thereto will be in conformance with the policies established by the Navy Exchange Manual and other applicable regulations of higher authority. The basic workweek for regular full-time employees is defined as the days and hours within an administrative workweek which make up the employees' regular schedule, to consist of 35 hours or more per week, exclusive of meal time. The basic workweek for regular part-time employees consists of a minimum of 20 hours per week but less than 35 hours per week on a regularly scheduled basis, exclusive of meal time.

Section 2. Managers shall establish definite hours of work for their employees. Where changes in working hours, workdays or work-week are required, employees shall be given three (3) days advance notice of such changes where practicable.

Section 3. An employee is entitled to pay at his/ her scheduled rate plus a differential of seven and one-half percent of his/ her scheduled rate for regularly scheduled non-overtime work when a majority of his/her work hours occur between 3 p.m. and midnight; or ten percent of his/her scheduled rate if the majority of his/ her work hours occur between 11 p.m. and 8 a.m. The night shift differential is paid for the entire shift when the majority of hours, meaning a number of whole hours greater than one-half (including meal breaks), falls within the specified periods.

Section 4. In accordance with regulations, an employee whose regular work schedule includes an 8-hour period of service, a part of which is on Sunday, is entitled to additional pay at the rate of 25 percent of his/ her hourly rate of basic pay for each hour of work performed during the 8-hour period of service. An employee who works more than eight hours in a single tour of duty on a Sunday does not receive the Sunday premium for hours in excess of eight hours.

Section 5. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled, or if required to return to work, is considered at least two hours in duration for the purpose of overtime pay, whether or not work is performed. Call back time is an exception to the general rule that overtime compensation may be allowed for work not actually performed. The employee, however, may be required to work for the two-hour duration.

Section 6. Authorized travel will be compensated in accordance with the terms of the Joint Travel Regulations. The Employer will determine the travel requirements, but consideration will be given to trying to schedule travel during the employee's basic workweek.

Section 7. Work schedules will not be revised for the sole purpose of eliminating overtime.

Section 8. Meal periods shall be scheduled during the middle three hours of a work shift, at which time the employee will be relieved of all their duties. Shifts of less than 6 hours will normally not have a meal period.

Section 9. A reasonable amount of time shall be allowed before the close of the workday for the purpose of cleaning the work area, returning tools, securing machines, and personal cleanup, if necessary.

Section 10. The Employer agrees to notify the Union three (3) calendar days in advance of any change in the hours of operation, except in case of emergency. The Union shall have the opportunity to present its views during this period before any changes occur.

Section 11. If an employee reports for work on a scheduled workday, and because of emergency or other circumstances is prevented from working, excused absence, annual leave or furlough may be considered.

Section 12. The Employer shall provide lounge facilities for employees in each location where possible.

Section 13. The Employer shall not discipline or otherwise discriminate against an employee, including stewards, because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under PL 95-454.

ARTICLE VIII OVERTIME

Section 1. The Union recognizes the right of the Employer to require employees to work overtime when required. The Employer agrees that employees within the department shall be given the opportunity to participate in overtime on an equal basis insofar as the department requirements permit. If there are not enough volunteers for overtime within the department, the inverse order of seniority shall apply. Requests for relief from overtime assignments will be considered. The Employer agrees to make available records of overtime to the Union upon its request for the resolution of employee complaints.

Section 2. Overtime shall be distributed fairly among employees.

Section 3. In the assignment of overtime, the Employer agrees to provide the employee with advance notice. Any employee designated to work overtime on days outside his/her basic schedule shall be notified, except in case of emergency, no later than the start of the scheduled lunch period on the day before the overtime is to be worked. When overtime is to be performed on a holiday, two days advance notice shall be given to the employee, except in case of emergency.

Section 4. All authorized paid leave shall be counted as hours worked for the purpose of computing overtime pay.

Section 5. Overtime pay shall be computed in accordance with applicable regulations. (PPM Supp 532-2).

Section 6. Employees working overtime shall be allowed a paid break as close as possible to the end of the regular full-time shift for each four-hour period worked. No paid break is authorized for overtime of one hour or less, and the paid break in other situations, will be scheduled as close to the one-hour period as the work situation allows.

Section 7. In accordance with regulations, overtime is paid at 1 1/2 times the regular rate for time worked in excess of 8 hours per day or 40 hours per week. The minimum overtime unit is 1/2 hour.

Section 8. Compensatory time off will not be granted employees in lieu of payment of overtime. As an exception to this Section, an employee may work compensatory overtime when required by his/her religious faith to take time off from work. Such overtime and time off will be on an hour-for-hour basis, in accordance with applicable law.

ARTICLE IX
HOLIDAY

Section 1. Navy Resale System Field Support Office employees, including temporary employees who have a regular tour of duty expected to exceed 90 days or who have been currently employed for a continuous period of 90 days or more who are excused from work because of the occurrence of a holiday shall receive holiday pay.

Section 2. The nine (9) regular holidays are :

New Year's Day, January 1

Washington's Birthday, 3rd Monday in February

Memorial Day, last Monday in May

Independence Day, July 4

Labor Day, 1st Monday in September

Columbus Day, 2nd Monday in October

Veteran's Day, November 11

Thanksgiving Day, 4th Thursday in November

Christmas Day, December 25

Section 3. Any eligible employee whose services are not required by the Navy Resale System Field Support Office on any holiday established by Federal Statute or Executive Order shall be excused from work on that day without charge to leave, and those excused shall be entitled to holiday pay.

Section 4. The Navy Resale System Field Support Office agrees that employees who are eligible for holiday pay and who are required to work on a national holiday shall be paid their rate of basic pay for the number of non-overtime hours worked, plus holiday pay for the number of hours they normally scheduled to work on that day, not to exceed 8 hours as specified in FPM Supp 532-2.

Section 5. Holidays that occur on a non-work day will be observed in accordance with the regulations of the Navy Exchange Manual para. 3230-3.

Section 6. The following applies to employees whose normal work schedule is Monday through Friday:

- a. If the holiday falls on Saturday, employees will observe Friday as the holiday.
- b. If the holiday falls on Sunday, employees will observe Monday as the holiday.

ARTICLE X SICK LEAVE

Section 1. Employees shall be credited with sick leave in accordance with the applicable rules and regulations of higher authority. It is agreed that employees desiring medical, dental, optical examination or treatment should make every effort to schedule such appointments after work or on nonwork days. However, when examinations or treatment cannot be scheduled during off-duty hours, sick leave may be granted.

Section 2. It is the responsibility of the employee to notify his/her supervisor or manager of illness or absence by any means as soon as possible but no later than the start of his/her shift. The employee shall indicate the general nature of the incapacitation and, if possible, the estimated date of return to duty.

Section 3. If the employee has been notified in writing about an excess use or abuse of sick leave, the employee's sick leave record shall be reviewed every twelve (12) months by the supervisor and the employee concerned to determine if a continuation of this requirement is necessary.

Section 4. If an employee is being terminated after a prolonged illness, the termination will not be effective until the employee has exhausted his/her sick leave balance.

Section 5. Approved sick leave shall be considered as time worked, including eligibility for overtime and holiday pay.

Section 6. A doctor's certificate may be required at the discretion of the Employer, when an employee is suspected of abusing sick leave.

Section 7. Recognizing that distinct advantages accrue to the Employer and that valuable benefits accrue to the Employee when a low sick leave usage rate is maintained, the Union agrees to use its facilities to assist in vigorously promoting the need for conscientious and prudent use of sick leave benefits.

ARTICLE XI ANNUAL LEAVE

Section 1. Annual leave will be granted to an employee in accordance with applicable regulations when requested reasonably in advance, in writing, and provided that his/ her services are not required to carry on the workload of the organizational element to which he/ she is assigned during the requested period of leave.

Section 2. The Employer, no later than 30 April of each year, will schedule approved annual leave for the leave year. Supervisors shall determine the number of employees who can be spared at any given time from the work group, and consistent with this determination, shall approve annual leave from employees in line with their stated preferences, to the extent this is possible. Supervisors of each work group will, upon request, advise employees within the respective organizational element who possesses the longest amount of total seniority as a regular employee, will be given first choice of desired time, with subsequent choices based on the same criterion. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection, when such change will disturb the choice of another employee. The employee's supervisor may approve a change in selection, provided another employee's choice is not disturbed.

Section 3. Annual leave allowance may be carried over year to year not to exceed a maximum of 30 days.

Section 4. Request for approval of annual leave for emergency reasons will be considered on an individual case basis.

Section 5. Except for scheduled vacations, employees shall be informed of approval or disapproval of request for annual leave within 48 hours after submittal. For scheduled vacations, employees will be notified of approval or disapproval in writing of their leave requests within seven calendar days after completion of the department's leave schedule.

Section 6. Requests for annual leave due to home or personal emergency situations shall be considered for approval on an individual case basis.

Section 7. An employee who is separated for any reason shall be paid for his/her unused annual leave, provided there are no monies owed the Employer.

Section 8. Annual leave with pay shall be considered as time worked for all practical purposes, including eligibility for overtime pay.

Section 9. When sickness occurs within a period of annual leave, the Exchange shall grant sick leave for the period of sickness when a doctor's certificate is provided by the employee.

Section 10. Employees may, at the discretion of the Employer, be granted leave without pay in accordance with the policies expressed in the Navy Exchange Manual and the DOD Manual.

Section 11. Civilian employees of the Employer who are called to active duty for short periods of time (not to exceed 6 weeks) with reserve components of the U.S. Armed Forces will continue to accrue annual-leave credit during such periods. Non-duty time while in reserve components is not creditable.

Section 12. Annual leave can be used at the discretion of the Employer, by department seniority when workload allows.

ARTICLE XII MILITARY LEAVE

Section 1. Military leave will be granted in accordance with the provisions of the SECNAVINST 5300.22(series) Regular full-time and regular part-time employees who are members of a reserve component of the Armed Forces of the United States and who request a leave of absence will be granted time off with pay when required for the customary annual two (2) week tour of training. If such an employee requests additional time to fulfill training or duty requirements, leave of absence without pay will be granted. Any leave of absence granted under this paragraph will not be charged against the employee's vacation allowance. The Military Leave for the two (2) week period will be computed on a leave yearbasis.

Section 2. The employee will request a leave of absence in advance of such tour of training or duty. The Employer will grant such request upon presentation of competent military orders. Upon completion of such tour of training or duty, the employee is required to submit a certified copy of the completed military orders to the Employer for filing in the employee's personnel jacket.

ARTICLE XIII COURT LEAVE

Section 1. Court leave is defined as that leave which is needed by an employee who is required to serve on jury duty or subpoenaed as a witness in police, county, or other courts established under the laws or deriving their authority from the state, or as witness on behalf of the United States or of the Government of the District of Columbia. Court leave also includes leave required to appear for the purpose of qualifying for jury services, regardless of whether the employee is subsequently selected for such service.

Section 2. To qualify for Court Leave, the employee shall present the Supervisor/ Manager, in advance, an official summons. Upon completion of such duty, the employee shall submit a properly certified record of his/her attendance from the bailiff or the secretary of the court.

Section 3. Regular full-time and regular part-time employees on court leave 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 Employer. Hours of work will be scheduled to coincide with hours of jury duty or attendance in the capacity as a witness on behalf of the U.S. Government or the Government of the District of Columbia.

ARTICLE XIV ABSENCE FOR MATERNITY REASONS

Section 1. Absence for maternity reasons is a period of approved absence due to pregnancy or confinement where the employee does not contemplate resigning.

Section 2. The Employer will authorize absence for maternity reasons for regular full-time and regular part-time employees.

Section 3. As soon as possible after the pregnancy is confirmed, the employee shall bring a doctor's certificate containing the following:

- (a) Name of employee.
- (b) Statement that employee is under his/ her care.
- (c) Expected date of delivery.
- (d) Whether, in his/her opinion, the employee should continue in her present job.

Section 4. The employee will notify her supervisor in writing substantially in advance, of the prospective need for absence for maternity reasons. The supervisor will establish with the employee, a firm date for the leave to begin. A combination of sick leave, annual leave, or leave without pay will be used as dictated by the individual case. In considering requests for sick leave, annual leave, and/or leave without pay for maternity reasons, the supervisor must apply pertinent laws, regulations and internal policies and practices in the same way he/she would apply them in any other case. The time period will not be arbitrarily applied, but will be based on the physical incapacity of the individual as determined by medical evidence.

Section 5. Upon returning to work, the employee will bring a certificate from her physician indicating she is physically fit to resume the full scope of her duties. The employee will then report to the dispensary as after any other period of absence due to sickness requiring such clearance for work by a Medical Officer.

Section 6. The Employee upon returning from maternity leave, shall return to the same or similar position she was in at the time maternity leave was granted.

ARTICLE XV REDUCTION-IN-FORCE

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

Section 2. The Employer shall notify the Union of the reduction- in-force and the reasons therefor as soon as the necessity for such reduction-in-force is recognized and its extent is determined. The Employer shall notify the Union of the affected jobs and the probable number of affected employees. After notification, the Union shall be afforded the opportunity to present its written views regarding the proposed action. The Employer shall give careful consideration to the views and respond to the Union.

Section 3. A Reduction-in-force will be conducted in accordance with the procedures contained in SECNAVINST 5300 (series). Employees separated during a reduction-in-force will be given priority consideration for vacant positions. A vigorous out- placement effort will be made, and all affected employees shall be placed on Priority Consideration Placement Lists. These lists shall be widely circulated, and the Union will be given a copy of the Lists.

Section 4. Temporary employees, intermittent employees, employees with unsatisfactory performance ratings, employees occupying a position because of a temporary promotion for a specific period of time, reemployed annuitants eligible to draw an annuity from any DOD NAFI, and employees in deferred retirement status will be removed before any regular employees are affected.

Section 5. Creditable service is all regular civilian employment with any DOD NAFI, wherein the employee's wages were paid from nonappropriated funds. Four years are subtracted from the service date for an employee with an "Outstanding" performance rating, and two years are subtracted for an employee with a "Very Good" evaluation. An employee's current annual official performance on the date of issuance of a RIF notice is the rating which determines if he/she is entitled to additional service credit.

Section 6. If an employee's grade is reduced as part of a RIF his/her eligibility for pay retention will be considered by a thorough review of the applicable regulations.

Section 7. Advance notice of at least 30 days shall be given to regular employees. The notice shall contain the employee's right to grieve administratively on the basis of procedural error or alleged discrimination in accordance with the procedures in SECNAVINST 5300 (series).

Section 8. Regular employees separated due to reduction-in-force actions will receive severance pay in accordance with applicable directives.

ARTICLE XVI EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties agree to the principles of Equal Employment Opportunity and their application to minority groups and further pledge to actively ensure that employees are not discriminated against because of race, sex, creed, age, color, national origin, martial status, or handicapping condition in matters coming within the authority or responsibility of the respective parties.

Section 2. The Employer shall promote the full realization of equal opportunity through a continuing affirmative action plan. The Employer will post information on all official bulletin boards providing the names and locations of personnel authorized to hear and process complaints of discrimination.

Section 3. The Employer agrees to select one member of the unit to serve as an Equal Opportunity Counselor from a list submitted by the Union.

ARTICLE XVII TRAINING

Section 1. The Employer will provide training opportunities to enable employees covered by this Agreement to do their present jobs effectively and enhance their potential for advancement consistent with their individual capacities and the needs and resources of the Field Support Office. Employees will be encouraged regarding self-development training toward attaining their career objectives. The Union will encourage employees to take advantage of suitable self-development opportunities.

Section 2. Training opportunities will be offered without regard to race, color, religion, national origin, age, sex, lawful political affiliation, marital status, physical or mental handicap.

Section 3. Employees have an important responsibility for their own self-improvement. All development depends, in the final analysis, on the employee's desire to learn and improve. The employee must show initiative and energy in developing his/her own skills and abilities.

Section 4. Training will be documented in accordance with applicable regulations.

Section 5. A reasonable effort will be made to utilize existing employees when training is determined to be necessary for new assignments.

ARTICLE XVIII HEALTH AND SAFETY

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

Section 2. It is agreed that employees required to perform maintenance and repair work shall utilize proper precautions, protective equipment and safety devices where required. It is each employee's responsibility to utilize protective equipment and safety devices provided. Unsafe conditions are to be reported to the Employer whenever a condition exists that might be detrimental to the health and safety of employees.

Section 3. The Union will encourage all employees to report all accidents immediately to the immediate Supervisor.

Section 4. The Union may nominate employees for positions on the Navy Resale System Field Support Office Safety Committee.

Section 5. The Employer will provide fire extinguishers and first aid kits in appropriate work sites.

Section 6. Safety shoes shall be made available to employees in designated work sites. Protective devices, when necessary and required by regulation, shall be furnished by the Employer. Coats and other work items will be provided to designated employees.

Section 7. No employee, other than qualified personnel, shall be required to perform repair work on or about moving machinery while in motion or operation. No employee will be required to work in area where unsafe conditions, which have been identified by the Navy Resale System Field Support Office Safety Coordinator, have not been removed or remedied. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

Section 8. A copy of all safety committee meeting minutes will be given to the Union.

Section 9. Employees are covered by Workmen's Compensation Insurance under the Longshoremen's and Harbor Worker's Act. Information concerning this program and available options or benefits will be explained to employees upon request. The Union will be provided with copies of all available booklets and instructions.

ARTICLE XIX PROMOTIONS AND ASSIGNMENTS

Section 1. The Union recognizes that the Employer may fill vacancies in the unit by promotions, appointments, reinstatements, reassignments, changes to lower grade or transfers. However, the Employer and the Union agree that all vacant positions that the Employer chooses to fill in the Unit are to be filled on the basis of merit, efficiency, experience, and other relevant factors, the objective being to select from among the best qualified persons available.

Section 2. When promotion is determined to be the best course of action to achieve the most qualified employees, the Employer will follow the promotion program set forth in this Agreement.

Section 3. Vacant positions will be as follows:

a. Notices of vacancies in the Unit for jobs which present promotional opportunity (Grades AS-5 and above, NA-5 and above, PS-5 and above, and NL-5 and above) will be posted on all Bulletin Boards for a period of five (5) workdays.

b. External recruitment may be initiated at the same time, at the discretion of the Employer.

c. Upon receipt of the applications of qualified candidates, the Employer will make a selection from among the best qualified. The Employer agrees to notify all applicants who were not selected for promotion.

Section 4. When there are eligible employees who have been demoted without cause as a result of a RIF or reclassification, they will be given special consideration for repromotion. This special consideration shall not apply to demotions made at the request of the employee.

Section 5. Employees may be detailed to positions for the purpose of filling on a temporary basis a position for which they are not fully qualified or trained to hold. A detail may also be used when the employee is not assigned the full scope of duties and responsibilities of a job. Details of thirty (30) calendar days or longer will be documented in the employee's personnel record. Details will not exceed 180 calendar days.

Section 6. The Employer agrees to temporarily promote eligible employees in the Unit who are directed to perform the full scope of the duties and responsibilities of a higher level position. Such temporary promotions will not exceed 180 days. A promotional increment will be granted to the employee after the thirtieth day, for the remainder of the temporary promotion.

a. Temporary promotions may be warranted under the following circumstances:

(1) When an employee is required to perform the duties and responsibilities of a higher graded position during the extended absence of the incumbent.

(2) When a vacant position is required to be filled for an interim period until a permanent appointment can be made.

b. Temporary promotions are not warranted under the following circumstances:

(1) When a subordinate employee, as part of his/her job duties, is expected to fill in during a superior's absence.

(2) To provide a trial period for an employee before a permanent promotion is made.

(3) To aid in selecting applicants for a permanent position.

(4) To train an employee in a higher graded position.

(5) To assure the accomplishment of an increased work load for a limited period.

(6) To participate in a special project which will last for a limited period.

Section 7. An employee selected for a temporary promotion must be qualified to carry out the duties of the higher graded position.

ARTICLE XX PERSONNEL RECORDS

Section 1. Upon request, and in the presence of a personnel clerk, an employee will be permitted to review his or her personnel folder (with the exception of confidential inquiries to previous employers).

Section 2. Employees will be afforded an opportunity to correct erroneous information in their files or provide updated information in the presence of a personnel clerk.

ARTICLE XXI
GRIEVANCE PROCEDURE

Section 1. This Article is intended to provide an orderly and sole procedure for the processing of Unit employee, Union and Employer grievances. Grievances, to be processed under this Article, shall pertain only to the interpretation or application of express provisions of this Agreement. The following negotiated Grievance Procedure does not cover any other matters, including matters for which statutory appeals procedure exist, and shall be the exclusive procedure available to the Parties and the employees in the Unit for resolving such grievances.

Section 2. Employees may exercise, in a timely manner, the right to present grievances on their own behalf to appropriate management officials, and the Union has the right to be present during the grievance proceeding.

Section 3. Questions as to the interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency shall not be subject to this negotiated grievance procedure regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this Agreement. Should an employee or group of employees in the unit, or the Parties, initiate a grievance or complaint on matters other than the interpretation or application of this Agreement, such grievances or complaints may be presented under procedures established in appropriate regulations and shall not be resolved through the procedures established in this Article or Article XX, Arbitration, of this Agreement.

Section 4. Matters specifically excluded from the Negotiated Grievance Procedure are:

- Any matters which is subject to final review outside of Department of the Navy,
- Reemployment rights, Reduction in Force,
- Veteran's Restoration Rights, Performance evaluation,
- Classification or job-grading decision, Discrimination allegation,
- Letters requiring medical certificates for absences,
- Health Benefits decision,
- Separation for Failure to Qualify during Probationary period,
- Withholding of within- grade increases,
- Wage schedules and commission pay rates,
- Statutory removal action,
- Agency policy,
- Nonselection for promotion /transfers,
- Policies of Office of Personnel Management and NAVSUPSYSCOM,
- Advance Notice of any Action, and
- Disciplinary and Adverse Actions
- Any claimed violation of subchapter III of chapter 73 of 5 USC (relating to prohibited political activities),
- Retirement, life insurance, or health insurance
- A suspension or removal under Section 7532 of SUSC
- Any examination, certification, or appointment; or
- The classification of any position which does not result in the reduction in grade or pay of an employee.

Section 5. Any grievance not taken up with the employee's immediate supervisor or with appropriate representatives of the Union or Employer within five (5) calendar days after the occurrence of the matter out of which the grievance arose, shall not be presented or considered at a later date. Extensions may be mutually agreed upon to provide for unusual cases.

Section 6. The following procedure applies to all eligible employees of the Unit and the parties:

a. Informal Step

A grievance will be discussed orally with the immediate supervisor (NS) and the location steward. Such submission of the grievance must be within five (5) calendar days after the occurrence of the matter from which the grievance arose. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by one location steward who will be the appropriate steward. The Union and the Employer anticipate that most employee grievances will be settled at this informal level.

b. Formal Procedure

Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue his/her grievances under the following procedure, the employee shall reduce his/her grievance to writing. The written grievance will be submitted to the Department Manager within ten (10) calendar days of the supervisor's informal decision. The written grievance shall contain the details of the complaint, the specific provision of this Agreement involved and the corrective action desired by the employee. It must give the date of informal discussion, the date of informal decision, and identify the immediate supervisor. The Department Manager will meet with the employee and the location steward who shall be the steward involved at the informal step in an attempt to resolve the grievance within ten (10) calendar days of receipt. A written decision will be given to the employee within ten (10) calendar days of this meeting.

Step 2. If no satisfactory settlement has been reached at Step 1, the employee may present his/her written grievance to the Exchange Division Director/Commissary Division Director of the Field Support Office within five (5) calendar days of the Department Manager's decision. The written grievance shall contain the details of the complaint, the specific provision of the Agreement involved and the corrective action desired. The Exchange Division Director/Commissary Division Director may meet with the grievant and the chief shop steward and the Union Officer in an attempt to resolve the grievance within ten (10) calendar days of receipt. A written decision will be given within twenty (20) days of receipt of the grievance.

Step 3. If no satisfactory settlement has been reached at Step 2 the employee may present his/her written grievance to the Officer of the Field Support Office within five (5) calendar days of the Exchange Division Director/Commissary Division Director's decision. The written grievance shall contain the details of the complaint, the specific provision of the Agreement involved and the corrective action desired. The Officer-in-Charge may meet with the grievant and Union Officer(s) in an attempt to resolve the grievance within ten (10) calendar days of receipt. A written decision will be given within 30 days of receipt of the grievance.

Step 4. If a satisfactory settlement has not been reached at Step 3, the Union may submit the grievance within ten (10) calendar days to Arbitration, in accordance with Article XX.

Section 7. Failure of the Employer to observe time limits for any step in the grievance procedure shall entitle the employee to advance the grievance to the next step. Failure of the employee or his/her representative to further process a grievance within the time limits provided herein shall constitute withdrawal and termination of the grievance.

Section 8. At each and every step of the grievance procedure, the Union and Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service. Parties shall, upon request of the other Party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contents of claims of the parties.

Section 9. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast any reflection on his/her standing with his/her supervisor or loyalty and desirability to the organization, nor should the grievance be considered as a reflection of the employee's supervisor.

Section 10. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Employer will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

ARTICLE XXII ARBITRATION

Section 1. Arbitration may be invoked by either Party when an issue relative to a question of interpretation and/or application of express terms of the negotiated Agreement has not been resolved to the satisfaction of the Employer or the Union after having been processed through the negotiated grievance procedure. The party requesting arbitration must inform the other Party in writing within ten (10) calendar days of the final decision in the grievance procedure or the due date of the final decision, whichever occurs first.

Section 2. Within five (5) calendar days from the receipt of the arbitration request, the Parties and/or their representatives shall meet for the purpose of endeavoring to agree on the selection of an arbitrator and to draw up an Agreement to Arbitrate. The Agreement to Arbitrate shall contain a statement of the specific section of this negotiated contract to which the arbitration process shall refer, together with a brief statement of the issues involved relative to the interpretation and/or application of express terms of the negotiated Agreement and each Party's position in respect to the disputed issues.

Section 3. If the Parties cannot agree on which section of this negotiated Agreement is to be referenced in the Agreement to Arbitrate, then each Party shall state the section it thinks appropriate, together with its reasons for so thinking and the arbitrator shall decide during the course of the arbitration proceeding which section is appropriate or applicable.

Section 4. The Union and Employer shall request the appropriate office of the Federal Mediation and Conciliation Service to, submit a list of five (5) impartial persons qualified to act as arbitrators. The Parties and/or their representatives shall meet within five (5) calendar days after receipt of such a list. If they cannot agree on one of the listed arbitrators, then each party shall strike one arbitrator's name from the list of five and shall then repeat the procedure, with the Union initiating the first strike. The remaining name shall be the elected Arbitrator.

Section 5. The costs of the arbitration shall be borne equally by the Parties. The Employer shall arrange for a transcript of the hearing with a copy to be furnished to the Parties and a copy to the Arbitrator. Expenses for the transcript and the three (3) copies shall be borne equally by the Union and Employer. The Employer's share of arbitration costs as provided for in this section may not exceed the maximum amount as established by Joint Travel Regulations.

Section 6. The arbitration hearing shall be held at the Field Support Office, during regular day shift work hours on Monday through Friday. The parties and/or their representatives (if employed by the Employer) and pertinent employee witnesses shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave, but overtime will not be paid.

Section 7. The Arbitrator will be requested by the Parties to render his/ her findings of fact and recommendations to the Officer- in-Charge within thirty (30) calendar days after receipt of the transcript unless the Parties otherwise mutually agree. The arbitrator shall decide questions of arbitrability. The Arbitrator shall have jurisdiction and authority to interpret this agreement and apply it to the particular case under consideration. The Arbitrator shall, however, have no authority to add to, subtract from or modify the terms of this agreement or interpret official directives. The Arbitrator will only have the authority to interpret and apply those bilaterally negotiated provisions of this agreement. The Arbitrator shall not have the authority to decide matters in the agreement involving the interpretation or application of regulations of higher authority regardless of whether such policies are quoted, paraphrased or cited in this agreement. The Arbitrator's report shall be limited to the specific issues as presented by the Agreement to Arbitrate.

Section 8. The arbitrator's decision shall be final and binding notwithstanding that either party may appeal the decision to the Federal Labor Relations Authority.

ARTICLE XXIII ADVERSE ACTION APPEAL PROCEDURE

Section 1. Adverse actions include both disciplinary and non- disciplinary actions:

a. A disciplinary adverse action means suspension without pay for more than 14 calendar days-, involuntary termination or removal for cause, except for failure to qualify during the probationary period, reduction in grade for cause, i.e., un- satisfactory work performance.

b. Nondisciplinary actions include furloughs and in- voluntary reductions in grade or compensation.

Section 2. No adverse action can be taken against an employee unless the employee has been given at least a 30-day advance notice outlining in writing, specifically and in detail, the reason and/or charges upon which the action is being taken. The employee has ten (10) calendar days to reply orally and/ or in writing to the proposed action.

Section 3. Adverse actions can only be initiated by the Exchange Division Director, the Commissary Division Director or the Officer-in-Charge of the NAVRESSOFSO, Norfolk, Virginia.

Section 4. Following receipt of the notice of decision, the employee has 15 calendar days to initiate an appeal. The employee is entitled to representation throughout the appeal process.

Section 5. The first level of appeal should be addressed to the Exchange Division Director or the Commissary Division Director. The employee may request a hearing at this level or at the Officer-in-Charge level. Only one hearing, however will be held.

Section 6. If the appeal is not satisfactorily resolved at the first level of appeal, the appellant may appeal to the Officer-in-Charge through the deciding official. All records, will be made available to the Officer-in-Charge for the purpose of determining the facts, and a thorough investigation will be made. This official will furnish the employee in writing two (2) copies of a findings of fact and a decision based thereon.

Section 7. If the problem is not satisfactorily resolved at the second level of appeal, the appellant may appeal to the Commander, Navy Resale and Services Support Office in writing 15 calendar days of receipt of the Officer-in-Charge's decision. Based upon an evaluation of the complete record, including substantive and procedural sufficiency, a final decision will be rendered by the Commander, Navy Resale and Services Support Office.

Section 8. Adverse action procedures are contained in SECNAVINST 5300 (series), and the appellant will be advised of his/her rights in the correspondence.

ARTICLE XXIV DISCIPLINARY ACTIONS

Section 1. It is agreed that the Employer is solely responsible for the discipline of employees. Actions which may be taken for this purpose are (1) nondisciplinary administrative actions such as oral or verbal reprimands or counseling and letters of caution; (2) disciplinary actions including letters of reprimand, suspension without pay, demotion and/or termination of employment.

Section 2. Disciplinary action will be affected in accordance with regulations contained in SECNAVINST 5300.22 (series).

Section 3. Employees receiving disciplinary action will be notified by the Employer of their rights and the appropriate procedures available.

Section 4. Oral admonishments will not be documented in the employee's official personnel file, nor will any employee be required to acknowledge, in writing, any oral admonishment.

Section 5. Appeals from adverse actions (reduction-in-grade, involuntary termination or removal for cause, suspension for more than fourteen (14) calendar days) will be processed in accordance with SECNAVINST 5300.22 (series).

Section 6. Grievances from letters of caution for unsatisfactory work performance or conduct, written reprimands or suspensions without pay for fourteen (14) calendar days or less will be processed in accordance with SECNAVINST 5300.22 (series).

Section 7. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Navy 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 8. If an employee elects to be represented by the Union in a disciplinary action, the Employer will provide the employee with two (2) copies of all correspondence so that the employee may make a copy available to the Union.

Section 9. When an employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present during the proceedings and at the time of adjustment.

Section 10. During a hearing, employees shall be made available as witnesses. Employees who serve as witnesses at a hearing are in a duty status during the time they are serving. Witnesses shall be free from restraint, interference, coercion, discrimination, and reprisal.

Section 11. In disciplinary action cases, a copy of the charges shall be furnished to the employee by mail or personal delivery. A hearing may be requested within fifteen (15) days of the Notice of Decision.

Section 12. If it is determined that a transcript will be made of the hearing, a copy of the transcript will be given to the employee.

Section 13. No record of complaint, determined to be unfounded, shall be placed in the employee's official personnel jacket.

Section 14. If an employee elects to appeal an adverse action, the appeal may be submitted at any time within 15 calendar days after receipt of the decision.

Section 15. To the extent possible, if an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees.

ARTICLE XXV
CONTRACTING OUT AND USE OF MILITARY PERSONNEL

Section 1. The Union will be given reasonable advance notice of the intention to solicit bids for "contract work" which could result in a reduction in force or demotion of any employee in the Unit. The notice will provide an explanation of the reasons for this change and will afford the Union the opportunity to file its written views or objections within fifteen (15) days after notification. The Employer shall consider the views and furnish a written response.

Section 2. The Union will be given reasonable advance notice of the intention to use military personnel which could result in a reduction in force or a demotion of any employee in the unit. The notice will provide an explanation of the reasons for this change and will afford the Union the opportunity to file its written views or objections within fifteen (15) days after notification. The Employer shall consider the views and furnish a written response.

Section 3. The Employer agrees to consult with the Union in order to minimize displacement action through realignment, retraining and to exert any other reasonable action necessary to retain employees.

ARTICLE XXVI
JOB DESCRIPTIONS

Section 1. Each employee *in* the unit will be given a copy of his/her job description. Each occupation shall be graded in accordance with applicable regulations.

Section 2. Any employee who believes that his/her position is improperly classified may first discuss the matter with his/her first line supervisor. The employee may request a Union steward to be present. The employee may also request information from the Personnel Manager on his/her appeal rights which are set forth in NAVRESOINST12770.1A.

Section 3. Environmental Pay Differentials shall be paid in accordance with FPM Supp532-2.

ARTICLE XXVII
WORK PERFORMANCE REVIEWS

Section 1. The work performance of all unit employees shall be reviewed at least once a year. The following factors shall be considered in making the review: attitude, quality of work, quantity of work, dependability, relations with other, job knowledge, and self-development. Individual supervisor- employee interviews will be held within one week of the review.

Section 2. No regular nonprobationary employee shall be terminated, demoted or have an adverse action taken for unsatisfactory performance until the employee has been given a letter of caution noting his/her deficiencies, advising of the work requirements he/she is expected to meet, and given a reasonable period (not to exceed 90 days) to show sufficient improvement to warrant continued employment in the position.

Section 3. Any employee who is reduced in grade, demoted, or terminated may appeal that action in accordance with the administrative appeal procedures contained in SECNAVINST 5300.22 (series).

ARTICLE XXVIII
WAGES AND WAGE SURVEYS

Section 1. Employees in the unit are covered by the minimum wage provisions of the Fair Labor Standards Act and Public Law 92-392. If employees are paid on other than an hourly basis, they shall receive at least the minimum hourly rate.

Section 2. Wage surveys shall be conducted in accordance with the regulations of the Department of Defense Nonappropriated Fund Salary and Wage Fixing Authority.

Section 3. Every unit employee shall be treated fairly with regard to wages and wage increases. Wages and wage increases shall be in conformance with the nonappropriated fund Federal Wage System as set forth in FPM Supp 532-2. In the event of a discrepancy, corrective action shall be taken by the Employer.

Section 4. Any unit employee participating in an area authorized wage survey shall be in a pay status.

ARTICLE XXIX
WORKING CONDITIONS

Section 1. The Employer recognizes its responsibility to provide a safe and effective work environment. To the extent practicable, the Employer will try to affect temperature control within reasonable limits. Where temperature/humidity conditions become extreme, consideration will be given to additional rest periods and devices which can alleviate extreme conditions.

ARTICLE XXX
REST PERIODS

Section 1. Each employee shall be entitled to a rest period of not less than ten (10) minutes during each four hours. Normally, the rest period shall be taken as near as possible to the middle of the four (4) hour period. Such rest period to be scheduled by the supervisor. Two rest periods shall be given to full-time employees.

ARTICLE XXXI
ORIENTATION

Section 1. All new employees in the unit will be informed by the Employer that the Union is the exclusive representative for all unit employees. Each new employee may request a copy of the agreement. A copy of the agreement shall be posted on all official bulletin boards.

Section 2. Semi-annually the Union shall be given a list of all unit employees which will contain the following information:

Name
Department
Exchange Number
Payroll Number

Section 3. Every two weeks the Union shall be given a copy of the dues check-off list.

ARTICLE XXXII NEPOTISM

Section 1. In accordance with the provision of SECNAVINST 5300.22 (series), members of the same family shall not be assigned to, or employed in the same department, or in positions whereby a direct supervisory relationship exists.

Section 2. For purposes of interpretation "relative" includes: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

ARTICLE XXXIII NO STRIKE

Section 1. The union shall not call or engage in a strike, work stoppage, or slowdown; in a labor-management dispute; or condone any activity by failing to take affirmative action to prevent or stop it.

Section 2. The Employer shall be under no obligation to consult or negotiate with the Union concerning employees who are on "strike".

Section 3. Any employee who engages in a "strike" may be subject to disciplinary action including separation.

Section 4. The Union will not be held financially liable for any unauthorized acts providing it immediately cooperates in all manner possible in securing normal operation. It is agreed and understood that in case of a "strike," the union will immediately:

a. Notify the Employer and the employees in writing that such "strike" is unauthorized and does not have the sanction or approval of the Union or its International Union.

b. Instruct all Union members and employees of the unit to return to work immediately.

c. Join the Employer in whatever news media it selects to notify the public that the "strike" is unauthorized and that it does not have the approval or sanction of the Union.

ARTICLE XXXIV
DUES WITHHOLDING

Section 1. Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the employer from an employee's pay each pay period subject to the following conditions:

a. The employee is a member in good standing in the Union.

b. An employee who is on dues deduction may request revocation after one year by complying with the check off authorization which shall read as follows: "I, the undersigned member of the Commercial Workers Union Local No. 233, chartered by United Food and Commercial Workers International Union, AFL-CIO, hereby authorize my Employer to deduct from my wages and to pay to the above Local Union and/or its authorized representative the initiation fee and regular monthly dues and any assessments which may be owing to such Local Union as a result of my membership therein, and is further authorized to transfer this authorization to any other employer under contract with Local 233 in the event I should change employment. This authorization shall continue to be in effect for the term of this contract between the employer and the Union, or one year from the execution of check-off and shall automatically continue from year to year unless revoked in writing by the undersigned to the employer, and the Union not more than twenty (20) days nor less than ten (10) days prior to anniversary date of check-off authorization. It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues to the Commercial Workers Union Local No. 233. Also the employee may authorize such a deduction on Standard Form 1187 (Authorization Form).

c. The employee's earnings are sufficient, after all legal deductions, to cover the full amount of the allotment.

d. Section A of the allotment form has been completed and signed by the official of the Union and the form has been received by the payroll office.

Section 2. It is the responsibility of the Union to insure that the allotment form is purchased and made available to the members, and that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 3. Deduction of Union dues shall begin with the second pay period occurring after receipt of a correctly executed allotment form by the Employer's payroll office. Such forms must be received prior to the beginning of the aforesaid pay- roll period. An employee may not request the deduction from his/her earnings of dues to more than one Union.

Section 4. The amount of the Union dues to be deducted each bi- weekly pay period shall remain as originally certified on such allotment forms or any other form of notification until a change in the amount of such dues is certified to by the authorized official, and such certification is transmitted to the employer by the Union. Such changes shall not be made more frequently than once in twelve months.

Section 5. An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union
- b. Separation of an employee from the Unit for which the Union hold exclusive recognition.
- c. Receipt by the employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing of the Union. Such notice shall be promptly forwarded by the Union to the employer.
- d. When this Agreement is suspended or terminated by an appropriate authority outside the Department of Defense, or expires without having been renewed, extended or renegotiated.

Section 6. An allotment for the deduction of an employees Union dues may also be terminated by the employee through submission to the mployer of a letter of request or a Standard Form 1188 (or individual substitute) properly executed induplicate. The letter or Standard Form 1188 will be promptly forwarded by the Employer to the Union upon receipt from the employee.

A termination of allotment under this section will be effective with the first full pay period following the anniversary date of the employee's original dues withholding applications, provided therevocation isreceived by theEmployer by such date.

Section 7. The employer will, within seven (7) calendar days of the close of each pay period, forward a check, payable to the Union, in an amount equal to the grand total of all such monetary allotment deductions made.

Section 8. Dues deduction shall be at no cost to the Union.

ARTICLE XXXV GENERAL PROVISIONS

Section 1. The Employer and Union will share equally the costs of printing the Agreement and providing a copy of each employee in the Unit. Each new Unit employee will be furnished a copy of the contract.

ARTICLE XXXVI DURATION AND AMENDMENTS

Section 1. This agreement shall remain in full force and effect for three (3) years from the date of approval by the Navy Resale and Services Support Office; however, either party may give written notice to the other, not more than 105 or less than 60 days prior to the final expiration date, for the purpose of renegotiating this agreement. The present agreement shall

remain in full force and effect during any renegotiation period. In addition, if neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a three (3) year period.

Section 2. When this agreement is renegotiated or renewed, it must be brought into conformance with existing published policies and regulations of the Department of the Navy and of DOD: laws and regulations of other appropriate authorities and Title VII of the CSRA.

Section 3. An employee organization request for redetermination of the Union's exclusive recognition status shall not be accepted unless the request is filed between 105 and 60 days prior to the expiration date of the agreement.

Section 4. This agreement may be amended by mutual agreement of the parties at any time. Amendments will be limited to those required by changes in applicable laws and regulations from higher authority. Any amendments will remain in effect in accordance with the provisions of this Article, after approval by the Navy Resale and Services Support Office.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 26th day of February 1982.