

AGREEMENT

UNDER

CIVIL SERVICE REFORM ACT OF 1978

BETWEEN

NAVY EXCHANGE, NAVAL AIR STATION
PATUXENT RIVER, MARYLAND

NAVAL SURFACE WEAPONS CENTER

DAHLGREN, VIRGINIA

AND AMERICAN FEDERATION

OF

GOVERNMENT EMPLOYEES

(CAFL-CIO) LOCAL NO. 1603

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PREAMBLE

Pursuant to policy set forth in the Civil Service Reform Act of 1978, hereinafter referred to as the "Act", or "CSRA", the following Article constitutes an agreement by and between the Navy Exchange, Naval Air Station, Patuxent River, Maryland, and the Navy Exchange, Naval Surface Weapons Center, Dahlgren, Virginia, Hereinafter referred to collectively as the "Employer" and AFGE, Local #1603, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2 below). The union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership, relative to policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement.

Section 2. This agreement is applicable to all nonsupervisory Navy Exchange employees at Patuxent River, Maryland, and Dahlgren, Virginia, excluding management officials, supervisors, professionals, and employees engaged in Federal Personnel work in other than a purely clerical capacity.

ARTICLE 2

ADVERSE ACTIONS

Section 1. (Pending)

Section 2. No Adverse action will be taken without complete procedural compliance with the provisions of SECNAVINST 5300.22.

Section 3. (Pending)

Section 4. (Pending)

Section 5. (Pending)

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Management officials of the Agency retain the right

- (1) to determine the mission , budget, organization , number if employees, and internal security practices of the agency; and
- (2) in accordance with applicable laws,
 - (A) to hire, assign, direct, layoff , and retain employees in the agency, or 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:
 - (i) among properly ranked and certified candidates for promotion, or
 - (ii) any other appropriate source: and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall require any negotiating:

- (1) at the election of the Employer on the numbers, types, and grades of the employees or positions assigned to any organizational sub- division,work project or tour of duty, or on the technology, methods, and means of performing work;
- (2) 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 this Article; or
 - (B) appropriate arrangement s for employees adversely affected by the exercise of any Authority under this Article by such management official.

ARTICLE 4
RIGHTSOFTHEEMPLOYEES

Section 1. The Employer and the Union agree that employees 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. Except as otherwise expressly provided in Title VII of the Civil Service Reform Act, the right of the organization and acting for the organization in the capacity of an organization representative, including presentation of its view to officials of the Executive Branch, Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the Navy Exchange are apprised of their rights under this section and that no interference, restraint, coercion, or discrimination is practiced within the agency to encourage or discourage membership in a labor organization.

Section 2. Section 1 of this Article does not authorize participation in the management of a labor organization or acting as a representative of such an organization by a supervisor or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. Further, nothing in this agreement shall require an 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 by a member for the payment of dues through payroll deductions.

ARTICLE 5

MATTERS APPROPRIATE FOR NEGOTIATION OR DISCUSSION

Section 1. Matters appropriate for negotiation under this agreement are defined as being those which are proper and appropriate according to Section 7117 of CSRA.

Section 2. (Pending)

Section 3. (Pending)

Section 4. Should a dispute between the parties occur over the negotiability of the matter, the parties will request a determination be made by appropriate authority.

Section 5. It is further agreed and understood that any prior practice and understandings which have been mutually acceptable to the parties, which are not specifically covered by this agreement, shall not be changed unless mutually agreed to by the parties.

Section 6. The Employer and the Union agree to enter into discussions before changing any policy or programs pertaining to matters that affect working conditions of the employees. Discussion is defined as any dialogue, either oral or written, between the Employer and the Union. Such discussions need not result in written agreement between the Employer and the Union. Meaningful discussion should, however, result in clear definition of the matter and in an objective review and serious considerations of the Union's view and suggestions.

Section 7. In accordance with the mutual obligation to meet at reasonable times and confer in good faith, meetings will be arranged upon request of either the Union or the Employer. Meetings will normally be held during regular day shift working hours and time spent will be without loss of pay or benefits.

Section 8. Should any dispute arise between the Employer and the Union concerning any appropriate matter of concern to the Union within the Employer's discretion, representatives of the parties shall make an earnest effort to resolve the matter through discussion.

Section 9. The terms and conditions of the previous agreement not amended, revised, or succeeded by this agreement specifically Sections 2 and 3 of the former Article 5, remain in full force and effect until renegotiated and by the parties.

ARTICLE 6

UNION REPRESENTATION

Section 1. An adequate number of stewards, not to exceed four shall be elected by the members so that each employee in the unit will have reasonable access to a steward. The unit will have reasonable access to a steward. The Union shall supply the Employer in writing and maintain with the Employer on a current basis a list of all elected officers, committeemen, and all authorized Union Stewards.

Section 2. The steward may receive complaints and grievances of employees on Government time and property.

Section 3. Should it be necessary for a Union steward to leave his work area, he shall coordinate with his supervisor and with the supervisor of the Section he intends to visit. The steward will check in with the supervisor upon returning to his workstation. The supervisors in both instances will give permission promptly unless there are compelling reasons, such as work requirements which preclude such. If permission is denied, the Union representative will be informed of the reason for denial and when and what time he/she can expect to be permitted to leave as requested. Internal Union business may be conducted during an employee's lunch period, before or after the employee's working hours, and while on annual leave or leave without pay. A form will be utilized to record representatives' time spent on representational functions, pursuant to regulations of the Office of Personnel Management.

Section 4. Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meeting with management officials, and for the preparation and presentation of appeals and for the presentation of grievances. Official time for grievance/ appeal matters will not exceed 10% of the biweekly pay period for an Officer or Chief Steward or 5% of the biweekly pay period for the other stewards.

Section 5. The Employer agrees that duly designated representatives of the Union will be admitted to the installation to meet with Employer or Union representatives during working hours subject to security requirements; that representatives upon reporting to the installation will check in with the Navy Exchange Officer or his duly appointed representatives; that meetings with employees will not be at their worksite, but will be in an area designated by the Employer or at the Union office.

Section 6. Role of Steward. It is mutually agreed that the responsibilities of the steward, which he may be required to perform during working hours, are:

- a. Inform the cognizant supervisor of the potential problem areas with a view of improving working conditions, for the prevention of complaints, and for the mutual benefits of all parties.

- b. Advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussion and consideration of the facts
- c. Seek to determine the merits of an employee's complaint through the collection and consideration of the facts.
- d. Advise the employee on the merits of the complaint and on the action which it deserves.
- e. Assist the employee in presenting a complaint through established channels to appropriate supervisory personnel only when the employees so request the steward to do so.

Section 7. The Union shall supply the Employer a complete written list of all authorized officers, stewards, alternate stewards, and the appropriate group of employees each steward is authorized to represent.

ARTICLE 7

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. All formal disciplinary and adverse actions will be taken against an employee only for just cause.

Section 2. The Employer has the right and obligation to determine the facts relevant to any case in which disciplinary or adverse action may result. A Union representative will be present with the Employee if :

- (1) the employee reasonably believes that the examination may result in disciplinary action against him/her, and
- (2) the employee requests representation.

The employee will be informed of these rights annually by posting and by personal distribution in pay envelopes. The Union will likewise have the right to represent the employee at any subsequent meeting, if the employee desires such representation.

Section 3. Appeal of the merit or procedures of disciplinary actions for which the employee receives a letter of reprimand or a suspension will be subject solely to the negotiated grievance procedure. Should an employee contest the merit or the procedures used in effecting an adverse action, such matter may be contested by appeal to the appropriate appellate authority, or through the grievance procedure described in Article 20 of this agreement, but not both. For the purpose of this section, the grievance appeal will be started at the step at which the action was affected.

Section 4. In disciplinary or adverse actions against any employee covered by this Agreement for which written notice of the proposal is required, the Employer will furnish the employee with an extra copy of the proposal. The employee may give their copy to a representative of the Union or to any other person. Unit employees against whom formal disciplinary or adverse action is taken will be advised of their rights of grievance and appeal, as appropriate.

ARTICLE 8

ADMINISTRATIVE WORK WEEK AND HOURS OF WORK

Section 1. The administrative workweek for Unit employees shall consist of 7 consecutive calendar days commencing at 0001 and expiring at 2400 seven days hence. The calendar days of such administrative workweek will be that established by the disbursing centralized payroll system.

Section 2. Breaks in working hours of more than 1 hour shall not be scheduled on any basic work day unless the employee volunteers.

Section 3. The Employer will provide a reasonable amount of time, not exceed 10 minutes, for the employees to change clothes at the beginning and end of the workday.

ARTICLE 9

OVERTIME

Section 1. Overtime assignment will be distributed and rotated equitably among qualified employees in accordance with their particular skills. The steward may discuss with the supervisor concerning the assignment of overtime in an effort to keep the overtime work equitable among all employees as far as possible and practicable.

Section 2. In the assignment of overtime, the Employer agree to provide the employee with advance notice. Any employee designated to work overtime on days outside his basic workweek will be notified, except in cases of emergency, no later than start of his scheduled lunch period on the day prior to the last scheduled shift within the basic workweek. When overtime is to be performed on a holiday, 2 days advance notice will also be given to the employees affected, if possible.

Section 3. Employees who work overtime shall be allowed a 15-minute paid break for each 4 hour period worked.

Section 4. Employees called in to work outside of their basic workweek shall be paid a minimum of 2 hours pay, regardless of whether the employee is required to work the entire 2 hours. In addition thereto, any employee called into work on shifts outside his basic workweek shall be promptly excused upon completion of the job as determined by the site supervisor. Overtime will be computed and paid for in accordance with the provisions of PL 92-392, FPM Supplement 532-2, and regulations of higher authority.

ARTICLE 10
PROMOTIONS

Section 1. It is agreed that the Employer will make maximum effort to utilize the skills, talents, and experience of the employees in order to achieve higher morale and reduce turnover. To the extent feasible, by Navy Exchange Officer, positions above the entrance level of grade 1 and 2 will be filled by promotion from within.

Section 2. All position vacancies above grades 1 and 2 will be posted on official bulletin boards. At least one such bulletin board will be located in each department.

Section 3. An employee may apply for a vacant position when the vacancy is announced. Postings will be advertised throughout the Exchange for a period of 5 workdays prior to closing date to give employees an opportunity to apply for the position. The posting will include a copy of the position description which outlines in detail the duties, responsibilities, educational requirements, experience, and skills required for the position.

Section 4. The Exchange Officer will review the records of employees applying for the position vacancy and select the employee to be promoted. When more than one employee applies for a vacancy and if all other qualifications are equal, the Employer will give primary consideration to the employee with the greatest length of civilian exchange service.

Section 5. It is agreed that an employee temporarily assigned duties in a higher job level for a period in excess of 1 month will receive the pay for the initial step of the higher job level. This does not apply to assistant supervisory positions whose job description prescribes that they assume the duties of their supervisor during his/her absence.

Section 6. Selection for temporary assignment of an employee to a higher position will be made from among the best qualified employees in the Exchange as determined by the Navy Exchange Officer.

ARTICLE 11
JOB DESCRIPTIONS AND JOB CLASSIFICATION

Section 1. Job descriptions will be developed and submitted to the Navy Exchange Officer for approval.

Section 2. When an employee alleges that there are inequities in the duties assigned and performed by the employee as compared to those listed in the job description, he may request a review of his job description by the Navy Exchange Officer. The employee may elect to be represented by the Union in this matter.

Section 3. Regular and recurring duties should be listed in the job description. However, neither the listing of duties in a job description nor the inclusion or omission of a statement regarding the performance of related duties affects the authority of the Employer to assign duties.

Section 4. The accuracy of the job description, after a request to and review by the Navy Exchange Officer, may be grieved in accordance with the negotiated procedure.

Section 5. The grade, title, and series of a job shall be appealed in accordance with NAVRESO INST 12770.1A of 2 July 1975.

Section 6. Employees will be furnished a copy of their job description initially and as changes are made. Related duties shall not be construed as meaning work performed at a higher grade level for an extended period of time.

Section 7. It is agreed that the Employer shall retain the right to assign and reassign employees to meet Exchange operational requirements.

Section 8. It is agreed when an employee is assigned to a job or position in which he/she has had no previous experience, it will be the responsibility of the Manager/Supervisor to instruct and counsel or to have instructed and counseled the employee in his/her new duty requirement.

ARTICLE 12

CONTRACTING OUT

Section 1. The Employer agrees to engage in meaningful discussion with the Union concerning any contracting out which would result in a reduction in the number or demotion of employees, prior to the execution of the contract. The Union recognizes that the final decision to contract out work is and must remain a management decision within the purview of the Employer.

ARTICLE 13

PUBLICITY

Section 1. It is agreed that Union literature may be distributed and posted on the Exchange bulletin boards when permission is granted by the Navy Exchange Officer.

Section 2. It is agreed that a notice will be promulgated and posted on all bulletin boards informing Exchange employees that: "Each employee has 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,"

Section 3. The Employer agrees that the Union literature that has been authorized for distribution by the Navy Exchange Officer may be distributed through the regular distribution procedures.

Section 4. When there is a change in the amount of Union dues to be withheld, it will be the responsibility of the Union to notify all members prior to the effective date of the change by placing the announcement on all Exchange bulletin boards.

ARTICLE 14

LEAVE

Section 1. Employees shall be entitled to annual leave in accordance with the policies expressed in SECNAV INST 5300.22, the Navy Exchange Manual, and other applicable regulations of higher authority.

Section 2. Approval of an employee's request for annual leave may be granted, subject to the workload and manpower requirements, provided reasonable advance notice (5 workdays) is given by the employee to his supervisor, except in a case of an emergency.

Section 3. The Employer will make a reasonable effort to schedule annual leave for vacation purposes consistent with the manpower and workload requirements as determined by the Employer, provided reasonable advance notice is given by the employee. Employees will be informed of approval or disapproval of request for vacation normally within 1 week after submission of the request for vacation. The Union, however, recognizes that approval granted for vacation purposes will be subject to rescheduling or cancellation due to unforeseen conditions or workload requirements.

Section 4. Requests for annual leave due to bonafide personal emergency situation will be considered for approval on an individual case basis and in accordance with exiting regulations.

Section 5. Employees may, at the discretion of the Employer, be granted Excused Absence or Leave Without Pay in accordance with the policies stated in SECNAV INST 5300.22 and the Navy Exchange Manual.

Section 6. Employees will be credited with and granted sick leave in accordance with applicable provisions of SECNAV INST 5300.22, the Navy Exchange Manual, and other applicable regulations of higher authority.

ARTICLE 15

HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with all applicable Federal and State laws and regulations relating to the safety and health of its employees. All employee are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards.

Section 3. Fire extinguishers will be provided and placed as recommended by the Base Fire Department.

Section 4. It is agreed that medical attention will be available during working hours and that facilities will be provided at all times for emergency treatment in case of accident or serious illness. The Employer agrees to arrange for first-aid training of an appropriate number of employees selected by a Union panel.

Section 5. Protective devices when necessary and required by the Employer shall be furnished by the Employer and used by the employee as prescribed by existing regulations.

Section 6. An employee or group of employees who believe that work is being required under conditions which are unsafe or unhealthy beyond the normal hazard inherent to the operation in question shall bring it to the attention of the Employer.

Section 7. No employee other than qualified maintenance personnel shall be required to perform repair work on or about moving or operating machines while they are in motion or in operation, nor shall any employee be required to work in areas where proper authority has determined that unsafe conditions have not been remedied. This does not preclude the normal or necessary adjustments being made to machinery or equipment while in motion or operation.

ARTICLE 16

TRAINING

Section 1. The Employer and the Union agree that the training and development of employees are mutually beneficial. The Union may make recommendations to the Employer relative to the training of employees. The Employer will consider recommendations and implement any approved recommendations.

Section 2. Indoctrination is the training given to an employee on policies and regulations affecting the employee's job, as well as imparting general information which the Exchange Officer has determined will be mutually helpful to the employee and the Exchange. The use of an indoctrination checkoff list will be beneficial.

Section 3. Supervisors will identify those situations in the specific work environment that can aid in achieving definite objectives and goals of the Employer. Available training programs will be initiated for the employees working in the area involved.

Section 4. When advanced knowledge of the impact of pending changes in function, organization and mission is available, it shall be the responsibility of the Employer to plan for the retraining of employees involved.

Section 5. In the event of a reduction in-force the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees how to apply for training

Section 6. The training needs of the work force shall be analyzed periodically and these needs satisfied through careful preparation and scheduling. Employees will be given a reasonable amount of training so as to properly perform their assigned duties.

ARTICLE 17

EMPLOYEE INDEBTEDNESS

Section 1. The Employer and the union agree that the employees are responsible for paying their just debts.

Section 2. The Employer agrees that disciplinary action will not be taken against an employee for debts allegedly due a private individual or firm if denied by the employee to be a just debt unless a judgment by court means has been obtained against the employee. It is agreed, however, that disciplinary action may be taken if the employee fails to honor just debts without good cause

ARTICLE 18

WAGE SURVEYS AND WAGES

Section 1. Wage surveys will be conducted in accordance with current directives and regulations as follows:

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

Section 2. Members and alternates of the local Wage Survey Committee and data and collectors will be appointed in accordance with the terms of FPM Supplement 532-2.

Section 3. The minimum wage rate to be paid to employees will not be less than the current federal minimum wage rate or the applicable state or local minimum wage rate, whichever is higher.

ARTICLE 19

DUES DEDUCTIONS

Section 1 . The dues deduction agreement is appended to this Agreement as Appendix A and shall be considered a part hereof.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope

A grievance means any complaint:

(A) by any employee concerning any matters relating to the employment of the employee;

(B) by the Union concerning any matter relating to employment of any employee;
or

(C) by any employee, the Union, or the Employer concerning:

(1) the effect or interpretation or a claim of breach, of the collective bargaining agreement;

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, 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 reason, Sec. 7532; or

(4) any examination, certification, or appointment; or

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

(6) Longshoremen's and Harbor Workers' Compensation Act, as amended.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4. Appeal and Grievance Options

An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under an appellate procedure or the negotiated grievance procedure, but not both, except for allegations of discrimination. For the purposes of this section and pursuant to Section 7121 of the Civil Service Reform Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure. If an employee elects to use the negotiated grievance procedure, the Union's concurrence is required prior to election of arbitration.

Section 5. Question of Grievability

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time frame for the written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 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 7. Step 1

Any complaint which involves an adverse action, removal or reduction in grade based on unacceptable performance shall first be taken up orally by the concerned employee and the Union representative with the appropriate Employer representative within 5 calendar days of the final notice of action. Any complaint of alleged discrimination shall be taken up with the appropriate Employer representative within 30 calendar days of the incident, or within 30 calendar days of first knowledge of the incident. The Employer will have 5 calendar days in which to answer the complaint in writing.

Step 2. If the matter is not satisfactorily settled at Step 1 of this section, the employee may submit his/her written grievance to the Director of Navy Exchange, Naval District Washington D. C. If the employee chooses to submit the grievance to the Director of Navy Exchanges, he must do so within 10 calendar days following receipt of the Navy Exchange Officer's decision. The Director of Navy Exchanges will render a decision within 20 calendar days following receipt of the employee's grievance.

Step 3. If the matter is not satisfactorily settled at Step 2, the Union may invoke arbitration within 20 calendar days of receipt of the Director's decision at Step 2.

Section 8.

Step 1. An employee filing a grievance on his own behalf, as provided for in Section 7121, (a)(2)(B) of the Civil Service Reform Act, shall use the procedures set forth in this section. The aggrieved employee will present his problem orally or in writing to his immediate supervisor within 15 calendar days following the condition or circumstances which caused the employee to become aggrieved. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by his Steward. If resolution of the grievance is not within the authority of the supervisor, the supervisor will refer the matter to the management official having such authority. If this is done, the employee and the Union will be informed of the name of the official to whom the matter is referred. The employee will be informed orally or in writing of a decision on his grievance within 10 calendar days after receipt. (If there is only one level of supervision between the aggrieved employee and the Exchange Officer, then Step 2 will be omitted and if the problem has not been resolved it will then be referred directly to Step 3.)

Step 2. If the problem is not satisfactorily adjusted in Step 1, the aggrieved employee may grieve, orally or in writing, to the department manager within 10 calendar days following receipt of the decision of the immediate supervisor. The department manager will investigate all facts and attempt to resolve the problems within 10 calendar days following receipt of the employee's grievance.

Step 3. If the problem is not satisfactorily adjusted in the preceding steps, the aggrieved employee may grieve within 10 calendar days following receipt of the preceding decision to the Navy exchange Officer. The grievance will:

- (a) Be in writing and shall contain sufficient information to identify and clarify the basis for the grievance.
- (b) Shall include the written decision, if any, rendered in the preceding steps.
- (c) Shall specify personal relief desired.
- (d) Designate a representative if desired.

The Navy Exchange Officer or designated representative will with the employee and Union representative, if designated, within 7 calendar days following receipt of the employee's grievance. The Navy Exchange Officer will call upon other employees or supervisors to attend the meeting and will give particular consideration to the Union's request for employees attendance, if in his/her opinion their presence would assist in resolving the employee's grievance. The Navy Exchange Officer will render the decision in writing to the employee within 10 calendar days following completion of the meeting.

Step 4. If satisfactory settlement is not reached at Step 3 of the procedure, the employee may submit his written grievance to the Director of Navy Exchange, Naval District, Washington, D.C. If the employee chooses to submit the grievance to the Director of Navy Exchanges, he must do so within 20 calendar days following receipt of the employee's grievance. If the employee is not satisfied with the decision of the Director of Navy Exchanges, the Union may go to arbitration.

Section 9. The time limits in this Article may be extended upon mutual agreement of the parties concerned. An employee may withdraw his grievance at any time. Failure of the employee/Union to observe the time limits for any steps in the grievance will entitle the Employer to reject the employee's grievance for being untimely. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the employee to present his grievance to the next step.

Section 10. If, at any step of the grievance procedure set forth herein, the aggrieved employee accepts the decision rendered by the Employer, the grievance will be terminated.

Section 11. Nothing in this agreement will be interpreted so as to require the Union to represent any employee if the Union considers the grievance to be invalid or without merit.

Section 12. Grievances by the Union will be initiate and submitted in accordance with Step 3. Grievances by the Employer will be formalized in writing and presented to the President of AFGE, Local#1603. If the Employer or the Union is not satisfied with the decision, the matter may be submitted to arbitration in accordance with Article 21.

ARTICLE 21

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 15 calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

Section 2. Within 5 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 five impartial persons qualified to act as arbitrators. The parties shall meet within 5 calendar days after the receipt of such list. If they cannot 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 five and will each strike one arbitrator's name from the list of five and will then repeat the procedure. The remaining person shall be the duly selected arbitrator.

Section 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:

- (a) Either party refuses to participate the selecting of an arbitrator,
- (b) Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

Section 5. The arbitration, fee and expenses 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 participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but should not be later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 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.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 22

DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for 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, nor less than 60 days prior to the first and/or second anniversary dates, of its intention to reopen and amend the agreement.

Section 2. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the 3-year expiration date, for the purpose of renegotiating this agreement. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 3. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for successive 18 month periods thereafter, subject to the other provisions of this Article. The renewed agreement will be brought into conformance with applicable laws and regulations at the time of renewal.

Section 4. By mutual consent of the parties, this agreement may be opened for amendment at any time it is considered that a portion of the agreement is unworkable.

Section 5. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Authority, and the Federal Service Impasse Panel. Any supplements will remain in effect in accordance with the provisions of this Article after being approved by Navy Resale and Services Support Office.

Section 7. Termination of this agreement will not in and of itself terminate the recognition granted the Union.

Section 8. This agreement may be terminated (a) by mutual consent of both parties; and (b) at any time it is determined and established that the Union is no longer entitled to exclusive recognition.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of race, marital status, color, religion, age, sex, lawful political affiliation, labor organization membership, physical handicap, mental handicap, or national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative program.

Section 2. The Employer will conduct a continuing campaign to eradicate every form of prejudice or discrimination because of race, marital status, color, religion, age, sex, lawful political affiliation, labor organization membership, physical handicap, mental handicap or national origin from the Employer's personnel policies and practices and working conditions to include taking disciplinary action against employees who engage in discriminatory practices, when appropriate.

Section 3. The Navy Exchange equal employment opportunity program is part of the Navy EEO operating on each Naval Base. Therefore, the Employer will follow local command EEO directives and should establish and maintain strong liaison with base EEO personnel, to include the assignment of committee members(s) and EEO counselor(s) to represent the Navy Exchange employees in the command's program.

ARTICLE 24

PRINTING AND DISTRIBUTION OF CONTRACTS

Section 1. The Employer and the Union agree to furnish every employee within the unit with a copy of the agreement. Every new employee coming into the unit will also be furnished a copy of the Contract. In addition, 25 copies (extra) will be furnished to the Union for interunion use. Costs will be shared equally between the Union and the Employer.

APPENDIX A
DUES DEDUCTION AGREEMENT

WITNESSETH

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

ARTICLE I

PURPOSE

The agreement is entered into in order to provide an agreement for the voluntary allotments by employees to effect payments of their dues as members of the Union.

ARTICLE II

DEFINITIONS

1. Eligible Employees. A member of the Union in good standing who is employed in the Unit for which the Union was accorded (or determined to be eligible for) exclusive recognition and whose net salary after the legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

2. Unit is defined as all nonsupervisory Navy Exchange employees at Patuxent River, Maryland and Dahlgren, Virginia, excluding management officials, supervisors, professionals, and employees engaged in Federal Personnel work other than in a purely clerical capacity.

3. Dues. The regular periodic amount required to maintain a member in good standing with the unit but shall not include such items as initiation fees, special assessments, back dues, fines, and similar items.

ARTICLE III

RESPONSIBILITIES OF THE UNION

In application of the allotment arrangements, the Union shall be responsible for:

1. Purchasing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues".

2. Distribution copies of SF 1187 to its members.

3. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.

4. Educating eligible employees as to the procedure in revoking allotments, emphasizing that the effective date is the first pay period following September 1, next after receipt by the Payroll Officer of the revocation.

5. Certifying SF 1187's completed by eligible employees as to the amount of dues.
6. Refunding any unauthorized deductions or excess payments either of the employee or Employer as required.

ARTICLE IV

RESPONSIBILITY OF THE EMPLOYER

The Employer shall post a notice on appropriate bulletin boards within the unit to inform employees:

1. That this agreement has been made with the Union for voluntary allotment for payment of Union dues.
2. That dues allotments are to be entirely voluntary on the part of eligible employees.
3. That allotment deductions will take effect during the first pay period beginning after the allotment form properly completed, signed, and certified has been received in the Employer's payroll office.
4. That forms for requesting allotments are to be obtained from the Union and returned by the union member to the Union delivery to the payroll office.
5. That an employee may revoke his allotment at any time, but such revocation will be affected only on the first pay period following September 1, next after receipt by payroll office of the revocation.
6. That SF 1188, "Revocation of Voluntary Allotment" and information concerning revoking an allotment can be obtained from the Navy Exchange Office.

ARTICLE V

ALLOTMENT PROCEDURES

1. The Union will distribute SF 1187, educate its members in the use of the form, insure that the members payroll number is entered in the form, and process completed voluntary requests from its members.
2. 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..
3. The Union will deliver completed SF 1187's and other pertinent documents to the Employer.
4. Allotments will take effect for the first pay period beginning after the receipt of the properly executed and corrected SF 1187 in the payroll office,

5. SF1187's and other materials pertaining to allotments will be date stamped on receipt in the payroll office.

6. Changes in the amount of regular dues, not more frequently than once every 12 months, maybe made upon receipt of a certification from the Union's Treasurer and such changes will be effective with the beginning of the pay period after receipt of the notification in the payroll office.

7. The Union will notify the Employer in writing within 5 days when an employee ceases to be in good standing. The allotment for such employee will be terminated with the first complete payperiod after receipt of the notice in the payroll office

8. Revocation of allotments submitted at the request of an employee will be effective as set forth in ArticleIV. Allotments will be automatically terminated on the effective date of separation from employees who:

- (a) Transfer or separate from the Employer.
- (b) Transfer to a position outside the unit

9. Normal deductions will be made by the payroll office in all biweekly pay periods even though an even though an employee may not be liable for dues during certain periods. Dues allotment will be withheld from sick leave payments but not from lump sum vacation leave payment.

10. The Employer will make the remittance for dues withheld biweekly. This remittance will be in two checks for the net balance of dues withheld, one from the Patuxent River Exchange, and one from Dahlgren Exchange. The Patuxent River check will be made payable to "Treasurer, AFGE Local #1603". The Dahlgren check will be made payable to "Treasurer, AFGE Local #2096". Both checks will be forwarded to the Treasurer of Local #1603, and will be accompanied by a "Union Deduction Report" containing the following :

- (a) Identification of the employee organization.
- (b) Payroll period.
- (c) Agencyname or number.
- (d) Names of the employees and amount deducted.
- (e) Names of eligible employees from who deductions have been made with a notation of the reason (i.e. LWOP, revocation of allotment, separation, transfer, etc.

ARTICLE VI

EFFECTIVE DATE AND DURATION

Deduction for dues allotments are authorized to continue. This agreement and dues allotments will terminate immediately upon loss by Unionof exclusive recognition

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties here to have entered into this Agreement on the TWENTY-FOURTH day of JUNE 1981.

FORTHE
EMPLOYER

FORTHEUNION

Approved by the Navy Resale and Services Support Office on the TWENTY- FIRST day of JULY 1981.

THIS AGREEMENT made between Navy Exchange, Naval Air Station, Patuxent River, Maryland, and Navy Exchange, Naval Surface Weapons Center Dahlgren, Virginia, herein referred to as the "Employer" and Local No. 1603, American Federation of Government Employees, here in referred to as "Union".