

# **AGREEMENT**

**Between the**

**NAVY EXCHANGE  
NAVAL BASE  
NORFOLK, VIRGINIA**

**and the**

**AMERICAN FEDERATION  
OF  
GOVERNMENT EMPLOYEES  
LOCAL 53, NORFOLK**

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## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

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

**Section 2.** The Unit to which the Agreement is applicable is composed of all Non-appropriated fund Associates in the Navy Exchange Norfolk, Yorktown, Cheatham Annex, NSA ( Including Iowa Estates, Staff College and Navy Lodge Mini Mart, and Northwest. Excluding all professional employees, management officials, supervisors, confidential employees, employees engaged in Federal Personnel work in other than a purely clerical capacity; and temporary Associates of 90 days or less with no expectancy of continuation.

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

- a. Regular full-time Associates serve in continuing positions on a regularly scheduled workweek of 35 hours or more.
- b. Regular part-time Associates serve in continuing positions for a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis.
- c. Flexible Associates serve in either continuing or temporary positions up to 40 hours per week. The work may be scheduled in advance or may be on an as-needed intermittent basis. Flexible Associates may not participate in the insurance and retirement programs. Flexible time spent in a position does not count towards seniority status.

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

**Section 1.** The Employer and the Union agree that in the administration of all matters covered by this Agreement, bargaining unit Associates are governed by:

- a. existing or future laws;
- b. existing government-wide rules or regulations;
- c. existing rules or regulations from higher authority;
- d. subsequently published government-wide or agency rules or regulations required by law or authorized by the terms of a controlling agreement at higher agency level which do not conflict with the terms of this Agreement.

**Section 2.** Any part of this Agreement which conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiation between the parties to bring this Agreement into conformance with such laws and regulations.

**Section 3.** Except for those conditions described in Sections 1 and 2 above, where conflict exists between the Collective Bargaining Agreement and administrative policies, provisions of the Collective Bargaining Agreement prevail.

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

### ARTICLE 3

#### MATTERS SUBJECT TO DISCUSSION AND NEGOTIATIONS

**Section 1.** Matters appropriate for negotiation are personnel policies, practices, and matters whether established by Government Wide Laws, Rule or Regulations, or otherwise, affecting working conditions.

**Section 2.** The Employer will present the changes, described in Section 1, to the Union orally and/or in writing prior to implementation. Except for the provisions outlined in Article 4 (Rights of the Employer), the Union is entitled to meet with the Employer and/or file written/oral comments. The Union will notify the Employer within ten calendar days if it intends to meet and/or provide input. Such meeting and/or input will occur within fourteen calendar days of original notification. The meeting and/or input may result in either written or oral resolution to the proposed change.

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

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

**Section 5.** A summary of the meeting will be prepared by the Employer and furnished to the Union within ten calendar days after the meeting. The summary will be approved by the Parties and a copy retained by each Party.

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

**Section 1.** It is agreed and understood that in accordance with 5 U.S.C. 7106, the customary and usual rights, powers, functions, and authority of management are vested in the Employer. Included in this responsibility, but not limited thereto, is the right to:

- a. determine the mission, budget, organization, number of Associates and internal security practices of the Employer;
- b. in accordance with applicable laws-
  - (1) to hire, assign, direct, layoff, and retain Associates in the agency, or to suspend, remove, reduce in grade/band or pay, or to take other Disciplinary Action against such Associates;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - (3) with respect to filling positions, to make selections for appointments from
    - (a) among properly ranked candidates for promotion;
    - (b) any other appropriate source and
  - (4) to take whatever actions necessary to carry out the Employer's mission during emergencies.

**Section 2.** Nothing in this section shall preclude the Employer and the Union from negotiating:

- a. procedures which management officials of the agency will observe in exercising any authority under this section; or;
- b. appropriate arrangements for Associates adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 5

### RIGHTS OF ASSOCIATES

**Section 1.** In accordance with 5 U.S.C. 7102, each associate shall have the right to form, join or assist the Union, or refrain from any such activity, freely and without fear of penalty or reprisal, and each associate shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right;

- a. to act for the Union in the capacity of a representative and the right in that capacity to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through Representatives chosen by Associates.

**Section 2.** The Associate shall be given the opportunity to be represented at any examination of the associate in the unit by a representative of the agency in connection with an investigation if:

- a. the associate reasonably believes that the examination may result in disciplinary action against the associate; and
- b. the associate requests representation.

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

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

- a. being represented by an attorney or other representative, other than the exclusive representative, of the associate's own choosing in any grievance or appeal action; or
- b. exercising grievance or appellate rights established by law, rule, or regulation;

except in the case of grievance or appeal procedures negotiated under this collective bargaining agreement.

**Section 5.** To ensure the Associate's dignity and respect regarding matters concerning on-the-job work performance or proposed Disciplinary Actions, the Employer may conduct any discussion with individuals in a private area. This excludes formal discussions.

a. When counseling an Associate, supervisors may give consideration to conducting such discussions at a time that allows reasonable opportunity for an Associate to absorb the counseling, prior to returning to his/her assigned duties.

**Section 6.** Contributions for fund drives, gifts, donations, or similar types of situations will be voluntary. Any practice that compels, coerces or causes the decision not to contribute, has no place in the Navy Exchange. In addition, the Associate has the privilege of disclosing or keeping the contribution confidential.

**Section 7.** Associates have the right to communicate with the below listed officials/individuals during working hours concerning personal matters provided they obtain their supervisor's approval prior to the visit.

a. The Human Resources office; EEO office, a supervisor or management official of higher rank than the Associate's immediate supervisor; Civilian Associate Assistance Program office; Health and Safety Office.

**Section 8.** In accordance with the Joint Travel Regulations, Vol. 2, Associates who use their private vehicle for official business while in a duty status will be compensated for the mileage.

**Section 9.** The Employer will notify a Union Representative or the Associate and provide opportunity to be present no less than one hour before opening and inspecting the Associate's locker, except in cases of emergency. When locks need to be cut off during inspection of lockers, the Employer will promptly provide replacement locks of comparable style and value.

**Section 10.** Management agrees not to have a bargaining unit Associate as a witness in an investigatory interview while taking an oral or written statement from another bargaining unit Associate.

## ARTICLE 6

### VOLUNTARY ALLOTMENT OF UNION DUES

**Section 1.** An Associate may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 (SF 1187) and submitting it to the Associate's Human Resources Office (HRO) via the Union Representative. The allotment will be effective the first full pay period after the SF 1187 has been received by the HRO.

**Section 2.** The Union is responsible for procuring SF 1187, distributing the form to its members, certifying to amount of the dues, delivering the completed forms to the HRO and educating its members on the program for allotment and payment of dues, its voluntary nature and the uses and availability of SF 1187.

**Section 3.** An allotment shall be terminated when the Associate leaves the unit as a result of resignation, retirement, or other separation from the rolls of the Employer; or other personnel action; when dues withholding agreement between the Employer and the labor organization is suspended or terminated, or when the Associate has been suspended or expelled from the labor organization, or upon request of the Associate. Associates who are temporarily promoted or temporarily assigned to positions outside the bargaining unit will have their allotment automatically reinstated upon their return to their bargaining unit position.

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

**Section 5.** Associates may revoke their SF 1187, Request for Payroll Deductions for Labor Organization Dues, by completing SF 1188 and submitting it to the Union office for signature. The revocation becomes effective the first pay period following the date of enrollment but may not be processed for one year from that date. Thereafter such revocation will not be effective until the first full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date.

**Section 6.** Whenever a revocation SF1188 is received by the HRO, the Union will be forwarded a copy of the SF 1188.

**Section 7.** If the amount of regular dues is changed by the Union, the Employer will be notified, in writing, by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for the second pay period following the pay period during which the notice is received in the Human Resources Office, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

## ARTICLE 7

### UNION RIGHTS

**Section 1.** In accordance with applicable Government Wide Laws, Rules or Regulations and this Agreement, the Union President or his/her designee retains the right to:

- a. determine the Local's organizational structure;
- b. designate Representatives of the Union;
- c. determine the Union responsibilities of unit Representatives;
- d. retain, suspend, or relieve Union Representatives from their assigned Representative duties; and
- e. determine the Union's procedures, means, and methods by which representational duties are performed under the provisions of this Agreement.

**Section 2.** The Union has the right to be present at any formal discussion between one or more Representatives of the agency and one or more Associates in the unit or their Representative concerning any grievance or any personnel policy or practices or other general condition of employment.

**Section 3.** The Employer agrees to recognize not more than ten stewards duly authorized by the Union. Stewards shall be Associates in the Unit. The Union shall equitably distribute the appointment of stewards in work areas so as to provide reasonable access by Unit Associates to a steward. Stewards may receive, but shall not solicit complaints and grievances of Associates on Navy Exchange time and property.

**Section 4.** The Employer agrees to recognize the officers and duly designated Representatives of the Union, and shall be kept advised in writing by the Union of the names of its officers and Representatives including stewards, who are authorized to act on behalf of the Union in any phase or proceedings as authorized under this Agreement.

**Section 5.** It is agreed that, upon request from a duly authorized Representative of the Union, the Employer will make arrangements for admission of Union Representatives, who are not Associates in the Unit, for the purpose of meeting with officials of the Employer during working hours. The Union will notify the General Manager or an appointed designee of the visit and the purpose thereof. That official will then pass the information to the appropriate supervisor and any others who need to know. Representatives of the American Federation of Government Associates who are not employed by the Navy Exchange System and who have business to conduct with the Employer and/or a bargaining unit Associate(s) will be allowed to conduct such business and visit the activity as required. Visitation will be arranged through the General Manager's, or designee's, office. Such Representatives shall not interfere with the work of the Associates of the facility during duty hours.

**Section 6.** Prior to leaving their assigned duties, Union Representatives shall notify their supervisors and the supervisors of the Associates seeking representation of the necessity to leave the assigned work area and obtain authorization to do so and request a TIME OUT SLIP, provided by Management. The representatives will provide the supervisors an estimate as to the amount of time such representation meetings will take in order to allow the supervisors to provide adequate coverage in the departments. Supervisors may only delay approval of representation on the basis of workload, in which case alternate times for representation are to be established at that time. The supervisors are to be notified when the Union Representative, and the Associates they are representing, return to work. Completion of the TIME OUT SLIP will be accomplished by the Union Representative. Completion of the TIME OUT SLIP is required to properly record Union Member's time not allocated to production.

**Section 7.** No prejudicial actions will be taken against the Officers of the Union, Chief Steward, Stewards, or other Union Representatives in the performance of Union duties. Any transfer or detail of a Steward requires notice to the Union.

**Section 8.** When Disciplinary Action is being contemplated against an Associate, the Employer agrees that prior to taking a written or sworn statement, the Associate will be notified of the specific allegations being investigated. The Associate may request Union representation. Upon request, a reasonable extension of time will be granted when the Representative cannot be present.

**Section 9.** Associates in the unit who are elected by the Union to serve as delegates to a Union activity may apply for periods of leave to attend such activities. The Employer may authorize annual leave or leave without pay as appropriate, for such Associates provided at least two weeks advance notice is given in writing and the Associate's services can be spared.

**Section 10.** Administrative leave may be granted to Union Representatives to attend training sessions sponsored by the Union provided the subject matter of the training is of mutual concern to the Employer and the Union.

**Section 11.** Stewards will normally handle matters within their cognizance below the Department Manager level, while the appropriate Union Representative will handle contacts with officials of the Employer at and above the Department Manager level. The Union President has the right to appoint a Chief Steward, (Navy Exchange Associate) to be a management point of contact.

## ARTICLE 8

### OFFICIAL TIME

**Section 1.** Any Associate representing the bargaining unit in the negotiation of a collective bargaining agreement, supplemental agreements, impact bargaining, or other matters covered by the Agreement, shall be authorized official time for such purposes, including attendance at impasse proceedings during the time the Associate would be otherwise be in a duty status. The number of Associates for whom official time is authorized under this section shall be equal to the number of Associates designated as representing the Employer.

**Section 2.** The Employer agrees that Stewards shall be permitted reasonable time to contact Associates for discussion of grievances and other appropriate matters directly related to the work situation.

**Section 3.** Any activities performed by any Associate relating to the internal business of the Local (including the solicitation of membership, election of Union officials, solicitation of dues and maintenance of dues check off agreement) shall be performed when the Associate is in a non-duty status or in a leave status.

**Section 4.** Associates seeking Union representation or advice in connection with matters covered by this Agreement shall be granted official time that the Union and the Employer agree to be reasonable, necessary, and in the public interest.

## ARTICLE 9

### UNION FACILITIES AND SERVICES

**Section 1.** Upon reasonable advance request by the Union, the Employer will provide a meeting space in areas occupied by the Employer when available for meetings during non-duty hours. Associates attending such meetings will do so only during non-duty hours or while in a leave status.

**Section 2.** Upon reasonable advance request by the Union, the Employer will provide confidential meeting space during official hours of business in areas occupied by the Employer for:

- a. preparing or discussing a grievance or appeal;
- b. caucusing immediately before, after, and during scheduled meetings with the Employer;
- c. discussing matters directly related to the administration of the Agreement.

**Section 3.** Upon request, the Employer agrees to furnish to the Union (within 10 calendar days), for its internal use only, a list which will contain the names, grades, position title, department, and business addresses of all Associates in the bargaining unit.

**Section 4.** As part of the orientation process, the Union will be provided fifteen minutes during the Orientation to cover labor relations law, the provisions of this Agreement and other agreements between the Employer and the Local. Solicitation of Associates, and speaking negatively of the Employer, will not occur.

The Employer will provide a handout to all new hires which will contain the following statement:

*"The American Federation of Government Employees (AFGE) Local 53 is the Exclusive representative of the Associates to which this collective bargaining agreement is assigned, under Title VII of the Civil Service Reform Act of 1978. You have the right to join this organization or to refrain from doing so. The designated Union space on Official bulletin boards will contain all relevant information concerning Union representation, location and meeting times of the Local."*

**Section 5.** The Employer will furnish to the Union one copy of the Employer's written directives on civilian personnel administration applicable to the Associates of the unit, including those at department and division level and will also provide any subsequent changes, updates, or new instructions.

**Section 6.** The Employer agrees to provide adequate space on Associate bulletin boards located in buildings where unit members are employed for posting of Union notices and similar informational notices of concern to the Associates. The Union will be responsible for posting, removing, and maintaining its assigned bulletin board space in orderly condition. Posting to bulletin boards located for patron use will not be used for Employer and Union postings. Material that is to be posted on the bulletin boards will be initialed by the senior Union Representative in that Unit and a Representative of the Employer.

**Section 7.** Union literature will only be posted on bulletin boards designated pursuant to Section 6. Literature so posted must not violate any law or regulation or the security of the Employer, or contain slanderous or libelous material. Any costs of posting shall be borne by the Union.

**Section 8.** The Employer will provide the Union, a mail slot, the use of copiers, faxes, telephones, computers, email (if an Associate has an account) and other office equipment for stewards representational purposes only and not for internal union business. Use of the Employer guard-mail system is authorized for representational material such as grievance and grievance-related material.

## ARTICLE 10

### COMMITTEES

**Section 1.** The Union is the sole exclusive bargaining agent for the Associates of the unit.

**Section 2.** The Union will be permitted active participation and representation on committees which impact on working conditions and/or personnel policies of unit Associates. The Union's participation on committees does not involve the internal deliberation of Management.

**Section 3.** The Health and Safety Committee is an important part of the Employer's Health and Safety program as they form a chain of communication between Associates and the Employer.

- a. The Committee shall be composed of at least one Representative of the Employer and at least one Representative selected by the Union.
- b. The Committee will meet as often as necessary upon request of either Party.
- c. The Committee will meet to discuss methods for developing, promoting, and implementing the health and safety of the Associates; conduct inspections of Employer facilities and recommend Associates for safety awards.
- d. A copy of Safety Committee minutes will be provided to the Union.

## ARTICLE 11

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Employer and the Union affirm the policy of Equal Employment Opportunity (EEO) and of prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status or political affiliation. Offensive remarks in the workplace relating to age, sex, race, color, religion, qualified handicap, and/or national origin will not be condoned.

**Section 2.** An associate alleging discrimination may be accompanied by a Representative of choice at any step of the EEO complaint process.

**Section 3.** An Associate alleging unlawful discrimination may elect to use either the EEO discrimination complaint procedure or the Grievance Procedure article within appropriate time frames. The Associate may not use both procedures.

**Section 4.** It is agreed that the Employer's Officer and the Union Officers will meet periodically to exchange information and to discuss matters of general concern which affect Associates covered by this agreement within the overall EEO program. Such meetings will not be held to discuss discrimination complaints filed by an associate or group of Associates.

**Section 5.** Associates will be kept informed of the Employer's EEO programs and how to use them. The Employer will post in conspicuous, noticeable and open area locations in the workplace a current list of EEO counselors. This list will provide the names, locations, and telephone numbers of the counselors. Coercion or reprisal against a complainant is prohibited and any such action will not be tolerated. Such Associates are assured of management's confidentiality, though not anonymity, throughout the EEO process.

**Section 6.** An associate shall be deemed to have exercised his/her option to raise a matter under either a statutory procedure (EEO) or the Negotiated Grievance Procedure at such time as the Associate timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with this negotiated procedure, whichever occurs first.

An Associate who elects to pursue the EEO statutory procedure based on Section 3 of this article must consult an EEO counselor in order to try to informally resolve the matter. The Associate must initiate contact with an EEO counselor within 45 calendar days of the matter, which caused the associate to believe he/she was discriminated against as per the Federal Service Labor Management Relations Statute (The Statute) and EEO regulations and laws. In the case of a personnel action, the contact must be made within 45 calendar days of the effective date of the action.

**Section 7.** At all stages throughout the complaint process the Associate and designated Representative are entitled to be placed in a paid duty status to prepare and present an EEO complaint in accordance with the Statute, EEO regulations, and laws.

**Section 8.** Sexual harassment violates acceptable standards of conduct required of all Associates and no instance of sexual harassment will be tolerated.

**Section 9.** The Employer and the Union encourage Associates to use the Alternative Dispute Resolution (ADR) process in order to resolve an EEO complaint.

## ARTICLE 12

### STANDARDS OF CONDUCT

**Section 1.** All Navy Exchange Associates are subject to and are expected to abide by the Government Wide Laws, Rules and Regulation and Directives pertaining to Standard of Conduct and/or Ethical Conduct in accordance with Title 5 Code of Federal Regulations and DoD Directives.

**Section 2.** New hire orientation and annual trainings for associates should include Government Wide Laws, Rules, and Regulations and DoD Directives pertaining to Standards of Conduct and/or Ethical Conduct.

**Section 3.** The Employer will post on Official Bulletin Boards information pertaining to DoD Standards of Conduct and make available to any associate upon request.

## ARTICLE 13

### PROMOTIONS AND PLACEMENTS

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

**Section 2.** The program will include a method for announcing vacancies, and a method for comparative evaluation of candidates based on job-related evaluation criteria which measure the knowledge, skills, abilities, and length and quality of experience, irrespective of whether such experience was gained internally or externally. If the length and quality of experience between the two candidates are the same, priority consideration will be given to the senior associate with the most experience obtained with the Navy Exchange system.

**Section 3.** The Employer will consult with the Union in making revisions to its promotion program.

**Section 4.** Non-competitive placements benefit Associates and the Employer by providing flexibility. This procedure allows Associates to move into other work areas or positions, for which they are qualified and for Associates to be placed by the Employer into positions where the needs are greatest or meaningful without having to compete for such positions. The Employer may reassign Associates at the same grade/band and pay level without having to compete for the positions.

a. Associates desiring to move into other positions at the same grade/band level may contact the Employer and complete the appropriate form. Their request will be retained by the Employer for consideration and attempted accommodation prior to staffing any vacancy.

**Section 5.** The Employer agrees to electronically post Promotional Opportunity Announcements (POA's) for vacancies of all regular positions. The announcements will be posted for a minimum of seven calendar days. The POA will contain as a minimum: position title, the store or lodge location, the department/section in which the vacancy exists, the number of vacancies to be filled, a brief description of the duties of the position, location, general information, and any special qualifications (if applicable).

**Section 6.** Interested Associates will submit an application for Promotional Opportunity for posted vacancies. The Employer must receive the form no later than the closing date of the POA.

a. Associates who are going to be absent and desire to be considered for a permanent position for which a requisition has been submitted, may submit an application to the Employer specifying the position for which consideration is desired.

The Employer will automatically include the absent Associate when the posting occurs. If an interview is conducted, the applicant must be available for the interview on the day it is scheduled.

**Section 7.** Upon receipt of the Associate's application for Promotional Opportunity Announcements, the Employer will certify those persons determined to be administratively qualified for consideration. A list of job related questions will be prepared to be used in the interview process. Upon written request, the Union will be provided a copy of the questions used.

**Section 8.** After completing the interviews, the Selecting Official makes a selection based on background, the interview, availability, special skills, and related experience, among other factors. The Selecting Official will use factors that are relevant to the position being filled. Relevant notes may be included in the remarks section. The best-qualified applicant will be selected.

**Section 9.** The Employer will notify applicants of their selection. Promotions will normally be effective on the first day of a pay period.

**Section 10.** Selection panels will not be used in selecting bargaining unit positions, except when necessary to fulfill a particular need.

**Section 11.** There will be no pre-selection of any applicant for any posted vacancy, prior to completion of interviews, if conducted, and review of all information. No selection will be made prior to the end of the posting period.

**Section 12.** Grievances regarding selections will be processed in accordance with the Grievance Procedure Article and can only be granted on procedural error. The Selecting Official will serve as the Associate's supervisor under the grievance procedure. When a written grievance is filed, the grievant and the Union will be provided, upon request, a copy of all pertinent records used in the selection procedure.

**Section 13.** An associate's accumulation of annual or sick leave will not be a factor in promotional decisions.

**Section 14.** In the interest of maintaining a stable work force and providing maximum opportunity for Associate advancement, the Employer will give first consideration to existing qualified Navy Exchange Associates who have indicated an interest in the position by completing the application process. However, this does not preclude the Employer from considering and hiring applicants from outside the Navy Exchange. The Employer will utilize the skills, talent, and experience of Associates in order to achieve high morale, reduce associate turnover, and maintain a stable and well-qualified work force.

**Section 15.** The Employer agrees to give proper consideration to all applications.

**Section 16.** The Employer agrees that any documents in the Associate's file used in the evaluation for promotion or assignment will be made available to the Associate upon

request. In reviewing such information, the associate may be accompanied by a Union Representative.

**Section 17.** The Employer agrees that an Associate who is given a promotion from one position to another and had a good employment record in his previous position, shall be entitled to consideration to revert to his former position, if vacant, or to a similar position in the former pay grade upon his request.

**Section 18.** The Employer agrees that failure to comply with the provisions of Section 14 of this Article may be brought to the attention of the Employer by the associate prior to the selection being made. In all instances so reported and found to be valid, the name of the Associate involved will be included for consideration.

## ARTICLE 14

### DETAILS/TEMPORARY PROMOTIONS

**Section 1. Details** - A detail is a reassignment of a person to a distinctly different position or a different set of duties at the same or lower grade/band level position or a higher set of duties. Duration of details shall not exceed time limits established by Navy Exchange policy. The Associate will return to his/her original position at the end of the detail. The Employer will document the detail in the Associate's personnel record. Persons detailed for 120 calendar days will receive a work performance review for the detail. This work performance review will be considered at the time of the annual work performance review.

**Section 2. Temporary Promotions** - A temporary promotion is an assignment of the person qualified to carry out a higher level position or a higher set of duties for at least thirty-one calendar days. Temporary promotions exceeding 120 calendar days shall be posted.

**Section 3.** Details will not be used to give an Associate training and experience to qualify for higher level work unless the Associate has qualified for the training under terms of an established training program or has been selected in accordance with the a merit staffing program.

**Section 4.** Details will be in accordance with current Navy Exchange regulations. Qualified volunteers will first be sought from all eligible Associates in the specific work area concerned. Selection may be made from volunteers considered having an appropriate background required for performing the duties of the detail.

**Section 5.** Associates detailed to perform the duties of an established position of higher grade/band within the unit, in excess of 31 calendar days, shall be considered for temporary promotion where they have assumed the full scope of the position and are performing essentially all of the duties. In such cases, the effective date of the temporary promotion will be back to the first day of the detail.

## ARTICLE 15

### WORK SCHEDULES/HOURS OF WORK

**Section 1.** Associates are responsible for working assigned schedules. The Employer is responsible for paying Associates for the time spent performing assigned work, including such work that: exceeds the normal schedule; is authorized by a supervisor or designee, and is documented on the Associate's time record; in accordance with pay regulations and this Agreement.

**Section 2. Tour of Duty** - Tours of Duty is the hours of the day and the days within the administrative regular scheduled work period during which the associate is required to perform service. Each administrative workweek will be from 0001 hours Sunday through 2400 hours Saturday. Within the administrative workweek, the basic workweek for Department of the Navy NAF Associates will not exceed 40 hours exclusive of meal times. Whenever possible two consecutive days off may be provided in each administrative workweek. However, the basic workweek may be scheduled over a period of six days, provided the total scheduled hours do not exceed 40 hours per week, exclusive of meal times. The Employer will schedule Associates in increments of no less than two (2) consecutive administrative workweeks (fourteen (14) calendar days). Longer schedules such as but not limited to monthly schedules may be used.

**Section 3.** Throughout this Negotiated Agreement, the Associate's regular service date is used for seniority. Seniority among Associates with comparable qualifications will be the determining factor for access to preferred tours of duty. Scheduling will be done in a fair and equitable manner.

**Section 4. Notification of Schedules** - Associates will be notified of their work schedules two (2) weeks in advance of their administrative work period. However, due to the holiday seasons, schedules may need to be adjusted because of workload requirements. Associate requests for work schedule changes will be submitted as soon as possible but prior to the posting of the final schedule. The Employer will personally notify the Associate as soon as possible of a change in their schedule. Regular category Associates being assigned from one shift to another will be informed fourteen (14) calendar days in advance and in writing by their supervisor of the reason for such change.

a. Associates with special needs (such as but not limited to medical, family, educational, etc.) will request, in writing with supporting documentation, to the Employer to have their work schedule modified.

b. When the Employer determines that the Employer would be seriously handicapped in carrying out its function or that cost would be substantially increased, notification of less than one (1) week will be permitted.

c. Associate's work schedule will not be changed to circumvent the payment of overtime.

d. A copy of any fixed work schedule changes will be provided to the Union within five (5) calendar days after the schedule change. Fixed schedules means the schedule does not vary from pay period to pay period.

**Section 5. Breaks/Meal Periods** - Breaks will be allowed for each associate. Normally breaks will be taken at or near the midpoint between the start of the Associate's workday and the Associate's meal period, and if applicable the midpoint between the Associate's meal period and the end of the tour of duty. At no time will breaks be combined with the unpaid meal period. Normally meal periods will be taken at or near the midpoint of the schedule shift.

a. Associates working more than six (6) hours will be authorized two (2), fifteen (15) minute paid breaks plus an additional 30 minute unpaid meal period.

b. Associates working six (6) hours or less, will be authorized one (1) fifteen (15) minute paid break. Any Associate may request, in writing, to be scheduled a 30 minute unpaid meal period. Disapproval of this request, must be provided by the Employer, in writing.

**Section 6.** When work requirements dictate the need for additional hours to be worked by Associates already scheduled to work on a workday, scheduling decisions will be made by soliciting qualified volunteers first in seniority order. This provision will not require that an associate be offered additional work resulting in overtime. If there are insufficient volunteers, the decision will be made using inverse seniority. Personal needs exceptions will be considered on an equitable basis.

a. The affected Associate will be notified as much in advance as possible of the additional hours needed by the Employer. Such notice will be provided at the time the Employer becomes aware of the event that created the need for additional hours, such as when another Associate notifies the Employer of a need to be on unplanned sick leave.

**Section 7.** When a planned store closure occurs and there is other work available for affected Associates, Associates scheduled to work during the closure will have the following options: perform other duties, request annual leave or leave without pay, or have the tour of duty rescheduled to recapture hours otherwise lost for the pay period. Thirty days notice will be provided to Associates of closures under this Section.

**Section 8.** Reasonable time will be allowed at the beginning of the tour of duty, before meals and breaks, and at the end of their tour to prepare or secure government property and equipment used to perform an Associate's duty.

**Section 9.** Split shifts are discouraged by both Parties.

**Section 10. Light Duty** - The Employer, will consider, consistent with workload and skill requirements and with proper Medical Documentation per Government Wide Laws, Rules, and Regulations, the temporary assignment of Associates who are temporarily incapacitated for the normal duties of their assigned position. The Employer will attempt

to reasonably accommodate Associates who are permanently incapacitated in accordance with applicable Government Wide Law, Rules, and Regulation.

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

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

**Section 11.** If a regular Associate reports for their regularly scheduled shift, but is prevented from performing the regularly assigned duties by circumstances beyond their control, the Employer shall make an effort to keep such Associate gainfully employed.

**Section 12.** It is understood by the Parties that the Employer may suspend all or part of organizational operations due to severe weather conditions, facilities repair, power outages, or other administrative leave. Associates reporting to work will be paid for two (2) hours, if management is unable to contact them prior to reporting for duty.

**Section 13.** The Employer, when reducing the scheduled hours of work for regular employment category Associates in a department or business unit (such as jewelry or sporting goods), will first seek volunteers. The Employer may then give consideration to reductions of scheduled hours for flexible Associates, and then to part-time Associates, before reducing the hours of full-time Associates.

a. The Employer will not release Associates early from their shifts if it results in the Associates being paid below the minimum hours on a weekly basis for their respective employment categories unless the Associate volunteers.

b. Regular Associates within each department or business unit (such as jewelry or sporting goods) working less than the maximum number of hours allowable in their respective employment categories will be considered first for additional hours, if the hours are available.

**Section 14.** There is no requirement on the Employer to notify the Union of changes in hours of work as long as the Associate works the same total number of hours in a pay period and/or is on a rotational shift. The Union will be notified when shift changes are effected which impacts differential pay for Associates.

## ARTICLE 16

### OVERTIME

#### **Section 1. Payment of Overtime**

a. **Pay Band Associates** - Overtime will be paid at a rate of one and one-half times the regular rate of pay for hours worked in excess of 40 hours worked in a work-week.

b. **Craft and Trade (CT) Associates** - Public Law 92-392 applies to CT positions. This law authorizes pay at one and one-half times the regular rate of pay for these CT Associates when in a paid status in excess of 40 hours in a workweek or 8 hours in a day.

**Section 2.** It is recognized that the Employer has the right to require Associates to perform overtime work. However, overtime will not be used to reward or penalize Associates, nor will the participation or non-participation in voluntary overtime adversely affect performance appraisal ratings.

a. **Voluntary** - The Employer agrees that overtime assignments be distributed fairly and be made from volunteers. When several volunteers are equally qualified and have worked the same number of overtime hours, the overtime be assigned based on length of service.

1. If there are no volunteers from within the required work area, volunteers from outside the required work area may be considered.

b. **Mandatory** - In the absence of volunteers, mandatory overtime assignments be distributed fairly starting from the Associate with the least seniority, if qualified to perform the work. It is understood that where special skills are required, Associates possessing such skills, will be assigned to the overtime work involved. The Employer will attempt to accomplish its mission as quickly and safely as possible to minimize the use of excess mandatory overtime.

**Section 3.** The Employer agrees to provide the Associate with three workdays advance notice in the assignment of planned overtime. In cases of emergency, as much advance notice as possible will be provided.

**Section 4.** If an overtime period is to exceed two hours, Associates will be provided an opportunity to take a ten-minute rest period between their regular shift and the overtime work period. When overtime work periods are four hours or more, a meal period will be provided.

**Section 5.** Any complaint on the assignment of overtime will be processed in accordance with the Negotiated Grievance Procedure.

**Section 6.** Management will keep records on overtime usage. A copy will be provided to the Union upon request.

**Section 7.**

a. Planned overtime work procedures. In the case of planned overtime, notice will be provided as far in advance as possible. When scheduling Associates for overtime work, the Employer will first ask for volunteers, and will select the number of needed Associates by seniority on a rotating basis. If an Associate is to be scheduled involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The Employer will determine whether an Associate is qualified to perform the work.

b. Unplanned overtime work procedures. In the case of unplanned overtime, notice will be provided as far in advance as possible. The Employer will first ask for volunteers who are on duty, and will select the number of needed Associates by seniority on a rotating basis. If an Associate is to work overtime involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The Employer will determine whether an Associate is qualified to perform the work.

## ARTICLE 17

### PAY PROVISIONS

#### PAY BANDING

**Section 1.** Pay Banding is a system of position classification and pay setting and is a “pay for performance” system. The Employer has authority to establish, classify and approve pay band positions. The Office of Personnel Management, DoD, and NEXCOM standards are used as guides for classification. Pay for bargaining unit Associates under pay banding will be administered in accordance with the Navy Exchange Manual, Pub 145, Vol. 3. Upon request by the Union, a copy of all NAF Pay Ranges will be provided.

- a. As long as sales and profits support budget, effort will be made to provide Associates annual merit increases and bonuses, as they may apply. A copy of supporting documentation will be provided upon request
- b. Annual pay schedule adjustments will be provide to Associates who have been employed with the Employer for a minimum of ninety (90) calendar days and who have received at least a satisfactory work performance review.
- c. At an Store or Lodge, within a specific department, pay banding Associates with the same performance review ratings issued under similar sales, profit and expense control results of that department will receive similar types of merit increases.
- d. At minimum, when sales support budget, Associates with a minimum of one year of continuous service who receive an annual review rating of ‘exceeds expectations’ will receive no less that a one per cent (1%) merit increase and Associates who receive an annual review of ‘outstanding’ will receive no less than a one and a half percent (1 1/2%) merit increase.
- e. If a merit increase would place an Associate’s rate of pay above the maximum for the pay band, a merit increase an Associate would otherwise receive will be paid as a bonus.
- f. Merit increases and bonuses that the Employer plans to issue following the issuance of annual work performance review evaluation will have an effective date, which coincides with the wage schedule adjustment.
- g. The General Manager and the Branch Exchange Manager, of the respective Employer, has the authority to establish, classify and approve pay band positions. Office of Personnel Management, and DoD classification standards will be used as guides in classifications. The Human Resources Office shall be available to provide technical support.

- h. A copy of all NAF Pay Ranges will be posted on all Official Bulletin Boards and will be kept up to date by the Employer.
- i. There are no set rates of pay within a pay band. It is not unusual for Associates to receive different rates of pay while performing the same type of work and/or working similar jobs within the same pay band. Salaries should be kept confidential because they are personal. Salaries will represent individual Associate's achievements, work ethics, values, indicates performance quality, production, etc.
- j. The Employer will provide the Union a copy of any and all changes made to any Pay Banding Position Coverage's and Salaries.

**Section 2.** Work Performance Reviews will not be rated lower for the sole purpose of avoiding the payment of appropriate merit increases, pay schedule adjustments, or time in grade adjustments. Associates may grieve Work Performance Reviews in accordance with the Negotiated Grievance Procedure, Article 34.

**Section 3.** Wage Schedule Adjustments- Annual across-the board adjustments will be effective on the first pay period beginning on or after the order date of the new DoD Wage Setting Division wage schedule. Associates who have been employed with the Employer for a minimum of ninety calendar days and who have received a satisfactory work performance review, on record will receive these adjustments.

## **CRAFT AND TRADES**

**Section 1.** The DoD Wage and Salary Division determines pay rates for Craft and Trade Associates in accordance with Public Law 92-392.

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

**Section 2.** Work Performance Reviews will not be rated lower for the sole purpose of avoiding the payment of appropriate merit increases, pay schedule adjustments, or time in grade adjustments. Associates may grieve Work Performance Reviews in accordance with the negotiated grievance procedure, Article 33.

**Section 3.** Wage Schedule Adjustments- Annual across-the board adjustments will be effective on the first pay period beginning on or after the order date of the new DoD Wage Setting Division wage schedule. Associates who have been employed with the Activity for a minimum of ninety calendar days and who have received a satisfactory work performance review on record will receive these adjustments.

**Section 4.** When a within grade step increase is to be withheld, the associate will be notified by their supervisor, and shall be given the reason for withholding the increase, in writing, a minimum of 60-days prior to the date of the step increase is due.

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

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

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

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

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

**Section 6.** The Employer will maintain a current pay chart on all Official Bulletin Boards. To assist Associates to access the Internet to view their pay entitlements the web site will be posted on the bulletin boards.

**Section 7.** Associates will be allowed to visit their HR office during working hours, to access their pay records, by use of an on site computer, or records that are maintained in the HR office.

**Section 8.** Associates who want to use the computer to access their pay records, or any records they are authorized to access, by use of a computer, and need assistance a Human Resources staff member will assist the Associate, to include training on how to use the computer.

**Section 9.** During new Associate orientation, the Time in Grade waiting period will be reviewed and a copy of the Associate handbook will be provided.

## ARTICLE 18

### DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY

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

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

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

c. **Holiday Premium Pay** - Refer to Article 19, sec. 3, (Holiday Pay).

#### **Section 2. Pay Band Associates**

a. **Shift Differential/Holiday Pay** - The premium payments will be paid as stated in Section 1 (above), if it is the prevailing practice in the private sector, in the local wage area, as verified during the DoD wage data collection process. The premium payments may only be discontinued upon approval by Navy Exchange Service Command. Impact and implementation Negotiations between Parties will be satisfied prior to effecting changes to these types of pay.

b. **Sunday Pay** – A full time Associate scheduled to work forty hours per week who regularly performs non-overtime work on Sunday is entitled to Sunday Premium, twenty-five (25) percent pay for the hours worked on Sunday. A full time Associate scheduled to work less than 40 hour per week and part time Associates are not eligible for Sunday premium.

**Section 3. Call Back** - Associates called back to duty, shall be guaranteed a minimum of two (2) hours of pay.

## ARTICLE 19

### HOLIDAYS

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

New Year's Day  
Martin Luther King, Jr's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Any other day proclaimed by Federal Law or Executive Order

**Section 2.** Holiday Pay Eligibility - All eligible Associates as described below, except those on leave without pay, will receive holiday pay (plus shift differential) if they are in a pay status for their last scheduled work day before the holiday and the next scheduled work day after the holiday.

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

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

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

**Section 3.** Holiday Pay - Associates eligible for holiday pay, as defined in Section 2, will receive holiday pay for the hours scheduled to work on the holiday, not to exceed eight hours. Also, Associates who work the holiday will receive their regular hourly rate of pay for the hours actually worked on the holiday in addition to the holiday pay.

**Section 4.** Holiday Observance Day - This is a scheduled workday that is used to observe an actual holiday when the holiday falls on an Associate's regular day off. If the holiday falls on an Associate's day off, refer to the Holiday Observance Chart in Appendix. The Chart is applied to regular Associates and flexible Associates who are scheduled to work at least five days per week. Associates who work a Monday through

Friday schedule will observe the holiday in accordance with the federally designated day of observance.

**Section 5.** Religious Holidays - It is recognized that religious holidays, for the purposes of this section, are not legal holidays as described in Section 1 of this article. An Associate may elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious belief requires that the associate abstain from working during certain periods of the workday or workweek. When an associate requests to work compensatory overtime for religious observance, supervisors will provide opportunities for Associates to work overtime, on an hour for hour basis, generally in the pay period immediately before, during or after the day of religious observance. An associate's election to work compensatory overtime or to take compensatory time off to meet his or her religious obligations may be disapproved if such modifications in work schedules interfere with the efficient accomplishment of the assigned mission.

**Section 6.** Holiday Work Procedures – The following procedure applies when the Employer will be open for business on Federal Holidays.

a. When scheduling Associates or working on holidays, the Employer will first ask for volunteers. The Employer will select the number of needed Associates by seniority on a rotating basis. Personal needs exceptions will be considered on an equitable basis. Associates must be qualified to perform the required work within the respective department or business unit.

b. When an associate is to be scheduled involuntarily, rotating inverse (least to most) seniority will be used.

## ARTICLE 20

### ANNUAL LEAVE

**Section 1.** Use of accrued Annual Leave is a right of the Associate and not a privilege. Consistent with the needs of the Employer, Annual Leave should be requested in a timely manner preferably two weeks in advance. Requests for Annual Leave will promptly be approved or disapproved by the Associate's supervisor. If disapproved, the supervisor will inform the Associate in writing of the disapproval and reason(s) why. The Employer may cancel such leave for increased work load reasons. Annual leave will be earned and accrued in accordance with applicable Government Wide Laws, Rules, and Regulations.

**Section 2.** An Associate may be granted a reasonable amount of Annual Leave or Leave Without Pay (LWOP) in the event of a death in the immediate family. The Employer does not require documentation to support the Associate's request. However, documentation may be required in unusual circumstances.

**Section 3. Eligibility Time Period** - Annual leave will accrue at the time of hire for regular Associates. However, Associates must be employed for a continuous period of 90 calendar days before Annual Leave can be used. If the associate separates prior to the completion of 90 calendar days, no leave will be paid out. Regular Associates separated and who have been employed longer than 90 calendar days shall have their Annual Leave paid out less any valid indebtedness to the Employer. Flexible Associates who have leave balances and have met the 90 calendar day waiting period will be paid one-half of their current unused "Annual/Sick" leave balance at separation.

**Section 4. Excess Leave** - Both parties will encourage Associates to use their Annual Leave to avoid being in a "use or lose" annual leave situation. Associates must reduce their leave balance to the maximum of 240 hours by the end of the leave year. The leave year begins with the first pay period beginning in January and ends on the last day of the final pay period that begins in December of that same year.

**Section 5.** The initial increment of annual leave used is one hour. After the initial hour, annual leave will be paid in increments of one-tenth (6 minutes) of an hour.

## ARTICLE 21

### SICK LEAVE

**Section 1.** Sick Leave is accrued in accordance with Government Wide Laws, Rules and Regulations, and approved in accordance with this Agreement.

**Section 2.** Sick Leave may be used for medical, dental and/or optical examinations. Requests should be made in advance, whenever possible. Doctor's appointments should be scheduled during off duty hours. However, when this is not possible, Sick Leave may be granted.

**Section 3.** When the need for Annual Leave and/or Sick Leave is unanticipated and illness or injury prevents the Associate from reporting to work, the Associate and/or their designee are encouraged to notify the Employer as soon as possible, but no later than one (1) hour after the start of the Associate's shift. The Parties agree that under emergency circumstances the above may not apply. The Associate or their designee should relate the reason for their absence and the estimated return date if possible. If there are any developments which may change the return date, the Associate or their designee should again advise their Supervisor, alternate Supervisor, or District Manager by phone. The Activity will notify the Associates in writing of proper call in procedures when unable to report to work. These procedures will include a backup plan.

**Section 4.** A properly submitted Absence Record (Leave Chit) NES 241 must be submitted by Associates for all Sick Leave absences. However, except as hereinafter provided, Associates shall not be required to furnish medical certification to substantiate requests for Sick Leave unless such leave exceeds three (3) consecutive workdays.

a. It is understood by the Parties that this article will be in compliance with Government Wide Laws, Rules, and Regulations, and in accordance with Title 5 C.F. R. section 630.403(a), which states, "An agency may also require a medical certificate or other administratively acceptable evidence as to the reason for the absence for any of the proposes described in 5 C.F.R. section 630.401(a) for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary."

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

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

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

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

**Section 6.** In those cases where there is sufficient reason (i.e. unacceptable use of short periods of Sick Leave) to believe that the Sick Leave privilege is being abused, Associates will be counseled in an attempt to bring about more responsible use of Sick Leave. The Associate may be issued a Letter of Requirement requiring the Associate to submit a medical certificate for each subsequent absence due to claimed illness. This requirement will be reviewed with the Associate six (6) months from the date it is issued. If the Associate has demonstrated responsible use of Sick Leave during the six (6) month period, the requirement will be removed, otherwise the issued Letter of Requirement will remain in effect until the Associate demonstrates responsible use of Sick Leave.

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

**Section 8.** Regular non-probationary Associates who are unable to work due to serious illness or disability, may request advance Sick Leave with pay up to a maximum of thirty (30) days if all current sick and Annual Leave has been exhausted. Associates serving under a current Letter of Requirement or Sick Leave abuse may not be eligible for advance sick leave.

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

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

**Section 11.** Sick Leave is intended for use when an Associate is incapacitated for work. Sick Leave may not be utilized for family members unless a member of an Associate's immediate family is afflicted with a contagious disease which requires an Associate's care and attention. Contagious disease is defined as a disease which is ruled as subject to Quarantine, requiring the isolation of the family member, or requiring restriction of movement by the family member, for a specified period, as prescribed by the health authorities having jurisdiction.

**Section 12.** A low Sick Leave balance alone may not be reason for considering an Associate a Sick Leave abuser. The Activity must consider if the low balance was caused by an extended illness and/or recovery from surgery or accident. If it appears an

Associate may be abusing Sick Leave, the Supervisor should look further into the individual's past leave record, using available Sick Leave data to provide more information.

## ARTICLE 22

### LEAVE WITHOUT PAY

**Section 1.** Leave without pay is a temporary non-pay status and absence from duty that has been requested by the Associate and approved in advance by the Employer.

**Section 2.** The following regular Associates are entitled to take leave without pay for the following purposes:

a. disabled veteran for medical treatment upon presentation of an official statement from a duly constituted medical authority when medical treatment is required.

b. a military reservist or national guard person for the period required to perform active duty for training if there is no entitlement to military leave or military leave has been exhausted.

**Section 3.** Upon request by Associates, except when they are receiving workers compensation benefits, leave without pay may be granted in lieu of annual or sick leave.

**Section 4.** The Employer may grant leave without pay for one (1) month for each year of service up to a maximum of six (6) months when the associate's annual and sick leave have been exhausted and there is reasonable medical assurance the associate can and will return to work with the Employer at the end of the leave period. However, at no time will the minimum length of such absence be less than what an associate may be entitled to under the Family Medical Leave Act as outlined in the Family Medical Leave Article.

**Section 5.** Upon return from authorized annual without pay, Associates will be restored to their original position or equivalent position with equivalent pay, employment category and without loss in seniority.

## ARTICLE 23

### OTHER PAID LEAVE

**Section 1.** Other paid leave includes Administrative Leave, Court Leave, and Military Leave. These are excused absences without loss of pay and without charge to an associate's accrued leave.

**Section 2.** Administrative Leave - may be granted for the following purposes:

a. regular Associates voting in government elections if the associate is unable to do so before or after working hours;

b. for brief periods of absence or tardiness due to circumstances beyond the associate's control;

c. regular Associates donating blood (for which the associate is not paid) and the necessary time for travel and recuperation;

d. when operations are interrupted by extreme weather conditions, serious interruption to public transportation services or disasters such as fire, flood or other natural phenomena;

e. to obtain medical services required by the Employer; and

f. for the initial examination or emergency treatment by a physician or medical facility for an on the job injury provided the examination or emergency treatment is on the same day or the day immediately following the on the job injury.

**Section 3.** Court Leave - Associates are to provide the Employer with a copy of the jury summons prior to reporting to jury duty. Regular Associates are entitled to their regular pay, court provided transportation fees, or all court fees instead of regular pay. Those Associates who elect their regular pay must submit all court fees excluding transportation fees to the Employer. If an associate is excused from court service with sufficient time to enable that associate to return to duty for at least two (2) hours of the scheduled workday, including travel time, the associate shall return to duty unless granted appropriate leave by the Employer. Upon completion of jury duty, the associate must submit a properly certified record of his or her attendance from a court official which will be used to verify the accurate payment of court leave.

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

not apply to an associate appearing as a witness in a judicial proceeding which involves only private parties.

b. Court leave is applicable to regular full time and regular part time Associates and includes leave required to appear for the purpose of qualifying for jury duty, regardless of whether the associate is subsequently selected for such service.

c. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.

**Section 4.** Military Leave - will be granted in accordance with Government Wide Laws, Rules, and Regulations to regular Associates, who are called to active duty or active duty for training. The Associate must present a copy of their orders when requesting such leave. Associates should request accommodation to attend weekend drill as far in advance as possible.

**Section 5.** Weather Conditions - The Employer will place into categories Associates who fall in ALPHA category which is essential personnel and BRAVO category which is non-essential personnel for adverse weather conditions. The Employer will provide to the Union a copy of what positions will be designated ALPHA and what positions will be designated BRAVO.

a. The Employer agrees that when it becomes necessary to close any Base, Facility or Duty Station because of hazardous/inclement weather or any other emergency condition and to grant Administrative Leave, reasonable efforts will be made to inform all affected Associates by telephone, radio, and/or television.

b. If an emergency condition exists which prevents an Associate from getting to work, but the Duty Station is not closed, the Employer may approve Annual Leave or Leave Without Pay.

c. When a Base, Facility or Duty Station is open, but hazardous/inclement weather or other emergency conditions affecting travel prevents an Associate from getting to work on time, the Associates tardiness may be excused by the supervisor.

d. Facilities under emergency conditions will authorize meals and accommodations for Associates who are required to remain on duty.

**Section 6.** Leave for Emergency Rescue or Protective Work

Associates who can be spared without interference to essential Employer operations and obligations may be excused to participate in emergency operative work such as fire, flood, or search operations. In accordance with appropriate Government Wide Laws, Rules, and Regulations, Associates may apply for Annual Leave or Leave Without Pay. Associates may not be excused from duty without charge to Military Leave for the purpose of performing Reserve or National Guard duty which otherwise would be covered by Military Leave as authorized under Title 5 USC 6323.

## ARTICLE 24

### FAMILY MEDICAL LEAVE

**Section 1.** Eligible Associates, who have completed at least twelve months of service and have worked 1250 hours during that year, may be granted up to twelve weeks of unpaid leave during a twelve month period for one or more of the following reasons:

- a. birth and care of a newborn.
- b. placement of a child with Associates for adoption or foster care.
- c. care of a spouse, son, daughter or parent with a serious health condition.
- d. serious health condition of the associate's that makes the associate unable to perform the essential functions of his or her position.

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

**Section 3.** Associates will apply for Family Medical Leave at least 30 calendar days before the date leave is to commence, when the leave is foreseeable. In emergency situations, notice from the Associate's spouse, family member, or other responsible party would suffice until the Associate is able to contact the supervisor to provide additional information. This request shall include the type(s) of leave (annual, sick, leave without pay) desired, approximate dates, and anticipated duration. Application forms and guidance are available in the Human Resources Office. Appropriate certification will accompany the application form.

**Section 4.** Upon return from leave, eligible Associates must be restored to their original position or equivalent position with equivalent pay, benefits, and employment terms.

**Section 5.** Provisions of this article and administration of Family Medical Leave will be carried out consistent with the Family Medical Leave Act and in accordance with Government Wide Laws, Rules, and Regulations.

## ARTICLE 25

### LEAVE SHARING

**Section 1. Purpose and Eligibility** - To provide an avenue for regular Associates who have exhausted their leave balances, who have been in their employment categories for at least ninety (90) calendar days and who are seriously ill or have a family member with a medical emergency, to receive donated annual leave hours from other Associates.

**Section 2.** Associates may apply for leave donations that may be used immediately upon exhaustion of annual, and in the case of a personal medical emergency, sick leave balances. Applications to become leave recipients will be processed expeditiously. Applications may be obtained at the Human Resources Office.

**Section 3.** Leave Sharing procedures are provided in the Navy Exchange Human Resources Policy Manual except for the provisions contained in this Collective Bargaining Agreement.

## ARTICLE 26

### JOB DESCRIPTIONS

**Section 1.** Upon initial assignment, the Employer agrees to furnish each Associate with a current job description. If the job description is revised, the Associate will be provided a copy.

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

**Section 3.** Job descriptions shall define the general duties and responsibilities of a given position. The job description does not prescribe every duty the Associate will be expected to perform, it describes major duties and responsibilities. Job descriptions are used primarily to establish a proper job title/series/pay grade/band and in no way limits Management's Right of assignment. Position descriptions for each associate will be maintained in accordance with Government Wide Laws, Rules and Regulations. The position description contains the Associate's assigned duties which are regular, recurring, and of substantial importance to the position. All positions descriptions will be in accordance with Office of Personnel Management (OPM) and Department of Defense (DOD) regulations.

**Section 4.** Classification Complaints for Craft and Trade Associates - If an Associate believes that a job description is not accurate, the Associate may discuss this with the supervisor. Further, if an Associate feels that his/her description is not proper in grade, title or series, the Associate or designated Representative may file a job classification appeal in accordance with the Job Grading Appeal Procedure in DoD Manual 1401.1-M.

**Section 5.** Classification Complaints for Pay Band Associates - Associates may grieve a classification action in accordance with Article 34 (Grievance Procedure) if it results in a change to lower pay band or pay reduction. The Administrative Grievance Procedure for classification complaints may be used for classification actions that do not result in a change to a lower pay band or reduction in pay.

## ARTICLE 27

### ASSOCIATE'S PERSONNEL JACKET

**Section 1.** A personnel jacket will be maintained for each Associate, to include required and essential information.

**Section 2.** Associates may inspect their own personnel jackets on official time, upon request to the Human Resources Office. When authorized in writing by the associate, a Union Representative may also review the contents of an Associate's personnel jacket, unless otherwise prohibited by law.

**Section 3.** Associates or their Representatives, when designated in writing, may request copies of documents contained in their personnel jacket unless prohibited by law or regulation. Any expenses incurred in the supplying of this information will be in accordance with applicable directives.

**Section 4.** The supervisor will advise the Associate when a documented corrective counseling interview is included in supervisory notes. The supervisor will request the Associate initial the entry, and the Associate will be provided a copy upon request. When the supervisor becomes aware of performance or conduct issues to be included in the supervisory notes, it will be recorded in a reasonable period of time.

**Section 5.** Supervisory notes are for the sole use of the supervisor. If they are communicated to any other party, to the extent required under the Privacy Act, they must become a part of the system of records and be administered accordingly.

## ARTICLE 28

### PERFORMANCE APPRAISAL

**Section 1.** As per appropriate Government Wide Laws, Rules, and Regulations, the work performance of all regular non-probationary Associates will be reviewed at least once a year.

**Section 2.** After completion of the rating period, a performance rating will be completed, reviewed and issued to the Associate within thirty calendar days. The supervisor will explain the rewards for higher than average performance and the consequences for less than average performance. The Associate's signature on the work performance review does not signify agreement with the supervisor's comments but only reflects that the contents of the review have been discussed with the Associate and the Associate has received a copy.

**Section 3.** At any time a supervisor determines an Associate is not performing at an acceptable level, the supervisor will provide counseling for the purpose of improving the Associate's performance. If performance does not improve a Letter of Caution for unsatisfactory work performance may be issued. The purpose of the letter is to assist the Associate in bringing performance up to an acceptable (average) level. This Letter of Caution will specifically identify those areas where performance is not acceptable and what the Associate needs to do in order to bring performance up to an acceptable (average) level. Further, the Associate will be advised that continued performance at less than an acceptable level may result in demotion or removal from the job. The trial period will be for a minimum of thirty calendar days. At the end of the trial period, the Associate shall be advised in writing as to whether their performance has improved to an adequate level or whether other action is warranted. This notice will be given to the Associate after the completion of the trial period.

**Section 4.** Officers and Stewards of the Union will be rated solely on the basis of how well they perform the duties and responsibilities of their official assigned position consistent with Government Wide Laws, Rules, and Regulations and case law of the Federal Labor Relations Authority.

## ARTICLE 29

### TRAINING AND DEVELOPMENT

**Section 1.** The Employer and the Union agree that training and development of Associates within the Unit is a matter of primary importance to the parties. Associates, the Employer, and the Union shall seek to maximize training and development. The Employer shall make every reasonable effort to develop and maintain effective policies and programs designed to:

- a. Aid Associates in improving their performance in their current positions, and
- b. Provide career mobility and advancement opportunity within the activity.

**Section 2.** The Employer and the Union recognize each Associate is responsible for applying reasonable effort, time, and initiative in increasing their potential value through self-development and training. The parties agree to encourage Associates to take advantage of training and educational opportunities that will add to the skills and qualifications needed to increase individual proficiency and efficiency. Since participation depends on access to information, dissemination of courses offered by the government and/or educational institutions will be made available by postings on official bulletin boards. Associates should be encouraged to develop a personal plan for career self-development and should seek counseling and advice from the responsible Representative of the Employer.

**Section 3.** Eligibility for financial aid under the Educational Assistance program is subject to the following requirements:

a. The Associate must attend courses at a learning institution, government agency, or trade association that are directly related to the Associate's present position in the Exchange System or to specific additional responsibilities which the Associate can be expected to assume within the following year. Courses given by colleges, under this program, should be attended by the associate at times other than normal working hours.

b. Associates will submit written requests for approval prior to registering for any course. The Associate must furnish a copy of a certificate of course completion for reimbursement.

**Section 4.** The Employer agrees that when an Associate is reassigned, sufficient training will be provided to the Associate.

**Section 5.** When provided by the Associate, copies of certificates of training completed by the Associate will be filed in the Associate's personnel jacket.

**Section 6.** The Parties recognize the Employer's right to assign duties in accordance with Government Wide Laws, Rules, and Regulations, and in accordance with U.S.C. Title 5, Chapter 71, and that the types of duties assigned to Associates may contribute to Associate development. Therefore, supervisors will make assignments based on Agency needs but will make reasonable efforts to be fair and equitable in this regard.

**Section 7.** Indoctrination training will be given by the Employer to new Associates on policies and regulations affecting Associates' jobs, as well as imparting information mutually helpful to the Associates and the Exchange.

**Section 8.** It is the policy of the Employer to provide formalized cash handling training to all newly employed personnel assigned to positions involving cash handling. Refresher cash handling training will be provided as required.

**Section 9.** The Employer and the Union recognized the need to provide quality customer service to both internal and external customers. Sufficient customer service training will be provided to Associates.

## ARTICLE 30

### SAFETY, HEALTH, AND MEDICAL TREATMENT

**Section 1.** The Employer shall make every reasonable effort to provide and maintain safe working conditions for Associates. It is agreed between the Parties hereto that safety is a collective effort and the responsibility of both the Employer and the Associates. The Union will cooperate to that end by encouraging Associates to observe all safety rules, requirements, and regulations in the performance of assigned duties, promptly report to their immediate supervisors any observed unsafe practices and conditions; and if injured on the job, also report this to their immediate supervisor as soon as possible.

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

**Section 3.** The Employer will determine the minimum physical requirements for each position. If a physical is required, such physicals will be at no cost to the Associate.

**Section 4.** An Associate injured on the job and sent home by the Base Dispensary shall be furnished transportation by the Employer, when in the opinion of the Medical Officer, the Associate's condition is such as to preclude travel by either private or public transportation. If the Associate's condition is of such serious nature as to require hospitalization, transportation will be provided by the Navy Exchange for humanitarian reasons.

**Section 5.** Required safety equipment will be furnished to Associates in accordance with established Navy Exchange Service Command instructions. The Employer will furnish proper protective equipment for Associates engaged in work that requires such equipment or clothing per Federal and OSHA Laws, Rules, and Regulations. Repair and replacement of such issued clothing or equipment will be provided by the Employer as needed. The Associates will be trained on the proper use and care of all safety equipment.

**Section 6.** In the course of performing their regularly assigned work, Associates are encouraged and have the obligation to report unsafe practices, equipment and conditions as well as environmental conditions in their immediate area that may constitute industrial health hazards. If any unsafe or unhealthy condition is observed, the Associate should report it to his immediate supervisor, the matter may be promptly referred to the cognizant department manager for resolution. In the event resolution is not attained at that level, the Associates may submit the issue to the Loss Prevention/Safety Manager or the designed Representative.

**Section 7.** Injury reports will be prepared by the Employer and submitted promptly to the insurance company. The Employer will also give Assistance to the associate in preparation and submission of claims for compensation to alleviate financial hardship.

**Section 8.** Associates required to work on or about moving machines or in areas where conditions are unsafe or detrimental to health, will be provided proper precautions, protective equipment, and safety devices as deemed appropriate by Government Wide, Laws, Rules, and Regulations. Also, any Associate who is engaged in work which poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek redress through hazard reporting and abatement procedures will be permitted to stop work to report such conditions.

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

**Section 9.** The Employer will assure that supervisors include monthly safety training in the Navy Exchange training schedule. Safety instructions will be given to each new or reassigned Associate as part of his/her indoctrination in his/her work assignment.

**Section 10.** The Loss Prevention/Safety Manager, or their designated Representative, will investigate all injuries and will establish cause and responsibility, and will recommend appropriate remedial action. The report of investigation will be made available to the Union upon request.

**Section 11.** Associates unable to perform their assigned tasks due to an injury or illness on or off the job may request light duty. Associates must furnish a statement from a medical authority providing information related to their limitations and the length of time the limitations are expected to last. The Employer agrees to consider assigning the injured Associate to light duty, when such need is substantiated by a doctor's certificate, and such work is available. Associates working light duty may be required to work a schedule other than their normal schedule in order to perform the light duty available.

**Section 12.** The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the work performed, where possible.

**Section 13.** "Video Display Terminal" (VDT) refers to a word processor or computer terminal that displays information on a television-like screen. The policy of the Employer is to provide safe and healthful workplaces for all Associates. In keeping with the policy, the Employer acknowledges that there are certain ergonomic and environmental factors that contribute to the health and comfort of VDT users. These factors involve the proper design of work stations and the education of managers, supervisors, and Associates about the ergonomic job design and organizational solutions to VDT problems as recommended in various studies published by the National Institute for Occupational Safety and Health

(NIOSH). The Employer agrees that Associates should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. The Employer agrees to provide, to the maximum extent possible, equipment (chairs, tables, workstations, lighting, keyboards, screens, printers, etc.) that meet ergonomic design criteria.

**Section 14.** Material Safety Data Sheets will be maintained and Associates will be trained in accordance with Occupational Health and Safety Administration Regulations.

**Section 15.** All staff lounges, vending areas, lunchrooms, eating and/or restroom areas will be kept in a clean, sanitary, safe, and healthy environment at all times. The Employer agrees to provide adequate and sanitary toilet and washroom facilities, with sufficient hot water, towels, soap, toilet paper and other such supplies as necessary for the Associate's use.

**Section 16.** Associates may purchase safety shoes that cost more than the standard government issue safety shoes. However, any excess over these limits shall be at the Associate's expense. The Employer will not pay any applicable sales tax. Associates will be responsible for purchasing shoes/boots on their off-duty time if they desire to obtain them from an off-base shoe outlet. Associates must present an original receipt within 21 days of the purchase in order to obtain reimbursement. Normally replacement of safety shoes will not be authorized more than once per year. Exceptions to this policy will require the Associate to show the safety shoes to the supervisor for verification and advance approval for the purchase of a replacement pair. The supervisor must make a determination that the shoes are unserviceable before safety footwear is purchased. The supervisor will require the Associate to turn in the unserviceable shoes for disposal. Alternative protective equipment will be provided for Associates who have a documented medical condition restricting the use of safety shoes.

**Section 17.** All work areas will be adequately lighted to minimize eye strain, trip hazards, and other hazards due to poor lighting.

**Section 18.** All lockers will be maintained in order that they are kept in a safe and proper working condition.

**Section 19.** Associates may use first names only on badges when they have experienced or reasonably could expect harassment or abuse by using the Associate's actual surname.

**Section 20.** The Employer will make every effort to ensure that government vehicles used to transport Associates to and from their place of work are kept in safe driving condition and equipped with necessary safety devices. Material or equipment transported in vehicles shall be properly secured to prevent any hazard to the passengers. Failure to follow these safety instructions may result in Disciplinary Action.

## ARTICLE 31

### UNIFORMS, TOOLS AND EQUIPMENT

**Section 1.** Management will continue to provide necessary materials, smocks or similar protective clothing, and items required for the Associates to perform their work as determined by the Employer or has been established through past practice. Associates' recommendations will be considered by the Employer.

**Section 2.** Management will provide training to Associates on new technology, tools, and equipment.

**Section 3.** The Employer agrees to provide tools and equipment that are commonly shared and consistent with industry and trade practices. Equipment shall be properly maintained by the Employer. The Associates shall exercise proper care of tools and/or equipment.

**Section 4.** The Employer agrees to provide to Associates who are involved in "dirty work" (skilled and unskilled trade positions), a supply of uniforms, the uniforms will be laundered by the Employer. Other uniforms that are required shall be furnished by the Employer, who will provide facilities for the Associates to launder them, when the associate is not on duty time. These uniforms will be replaced as needed by the Employer.

**Section 5.** Proper Personal Protective Equipment (PPE) will be provided when the Associate is required to work inside/outside in inclement weather or in locations where a hazard exists.

**Section 6.** The Employer will provide proper hand protection on a daily basis.

**Section 7.** Uniforms that are required by Management as a condition of employment will not be sold.

## ARTICLE 32

### BUSINESS BASED ACTIONS

**Section 1.** A business-based action (BBA) is a reduction in employment category or pay rate, a furlough of a regular Associate for eight calendar days or more, or separation action initiated by management for non-disciplinary reasons.

a. BBAs are used to adjust human resources in response to changes in business revenue, budget, workload, organization or mission. They are not used to address performance or conduct deficiencies.

**Section 2. Union Notification** - Prior to the decision to conduct a BBA, except for unforeseen circumstances, the Employer will attempt to advise the Union of the contemplated action, the reasons for it and when available, the departments, the number of Associates affected and their names. The Union will be allowed to provide input for consideration. If it is decided to conduct the BBA, the Union will be afforded the opportunity to negotiate impact and implementation, in accordance with Article 3 (Matters Appropriate for Negotiation). Normally, initial notification will be provided to the Union at least 30 calendar days prior to a possible BBA becoming effective in cases of separating BBAs and 14 calendar days for all other types of BBAs.

**Section 3.** All action taken by the Employer will be in accordance with the Navy Exchange Manual, Volume 3, Publication 145.

## ARTICLE 33

### DISCIPLINARY ACTIONS

**Section 1.** It is mutually recognized that, based on the infraction(s) involved, Disciplinary Actions and the penalties imposed or assigned will be those which are necessary to correct Associates, and maintain discipline and morale, in accordance with Government Wide Laws, Rules, and Regulations.

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

**Section 3.** An Associate may be placed on emergency suspension without pay, pending Disciplinary Action, when retention of the associate might result in damage to or loss of property, or funds, or when retention of the Associate might be injurious to themselves or others, or when retention might be detrimental to the interest of the Navy Exchange System, or there are justifiable reasons to believe that the Associate is guilty of a crime for which a prison sentence may be imposed.

**Section 4.** The standard of proof in deciding Disciplinary Actions shall be substantial evidence. Substantial evidence is defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

#### **Section 5. Adverse Actions**

a. Definition – Adverse Disciplinary Action, are defined as terminations, demotions, reduction in pay and suspension of more than 30 Calendar days.

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

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

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

(3) be represented by the Union or other representative;

#### **Section 6. Non-Adverse Actions**

a. Definition – Non-adverse Disciplinary Actions are defined as written reprimands and suspensions of less than 30 calendar days.

b. Written Reprimand – A written reprimand, explaining in detail the charge(s) and evidence supporting such, may be issued without an advance notice. An associate may grieve the reprimand in accordance with Article 34 (Grievance Procedures).

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

- (1) seven calendar days advance written notice of the proposed action outlining specifically and in detail, the charge(s) and evidence to support such;
- (2) five calendar days to reply in writing to the proposed action;
- (3) be represented by the Union or other Representative;

**Section 7.** When the Union is designated as the Representative in Disciplinary Actions, the Associate will furnish the Employer, in writing, the name and address of the person to whom all copies of correspondence will be mailed.

## ARTICLE 34

### GRIEVANCE PROCEDURE

**Section 1.** This Grievance Procedure between the Employer and the Union will provide a procedure, applicable only to the Employer, the Union and the Associates of the Unit, for the consideration and processing of grievances over the interpretation or application of this Agreement. This Negotiated Procedure will be the exclusive procedure available to the Parties and Associates of the Unit for resolving such grievances.

**Section 2.** The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The initiation or representation of a grievance by anyone will not cause any reflection on an Associate's standing, performance or loyalty to the Employer. Associates have the right to attend any and all meetings pertaining to their situation (such as but not limited to any and all steps in the Grievance Procedure, appeals, hearings, arbitrations, court hearings, etc.) without loss of pay or having to use their leave.

**Section 3.** The Grievance Procedure shall exclude:

- a. Any claimed violation of Subchapter III of Chapter 73 of U.S.C. (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. Suspension or removal under 5 U.S.C. Section 7532
- d. Any examination, certification or appointment; or
- e. The classification of any position which does not result in the reduction in grade or pay of an Associate
- f. Non-selection for promotion, except for procedural error
- g. The content of published policy and regulations
- h. An action terminating a probationary Associate
- i. An action terminating a flexible Associate employed less than 90 calendar days
- j. Emergency suspensions
- k. Claimed violations relating to prohibited political activities
- l. Non-adoption of a suggestion or disapproval of a cash or honorary award or any award the granting of which is discretionary with management

- m. A proposed action, notice of warning or caution, or any prospective management action
- n. A suspension or removal for National Security reasons
- o. Equal Employment Opportunity complaints
- p. Business-based actions
- q. An action terminating an Associate for unsatisfactory performance
- r. Failure to receive a pay adjustment or bonus or the amount of a pay adjustment or bonus under pay banding.

**Section 4.** Any Associate or group of Associates in the Unit may present grievances to the Employer and have them adjudicated without the intervention of the Union as long as the adjudication is not inconsistent with the terms of the Agreement and the Union has been given the opportunity to be present. Management will notify the Union as soon as a meeting has been scheduled. Grievances submitted by the Union, Associate or other designed representative will be processed by the steps that follow in Section 5.

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

ADR process will be encouraged and may be utilized by the Associate, upon request, Article 35,

**Step 1.** Grievances must be presented, in writing, within fifteen (15) calendar days from the date the Associate becomes aware of the action or condition causing the grievance to the lowest level supervisory official who can grant relief. The appropriate supervisor will meet with the Associate/Union in an attempt to resolve the grievance within ten calendar days of receipt of the grievance. All relevant factors may be presented at this level. One witness will be allowed at each step of the grievance process and written statements pertinent to the issue. The Employer will render a written decision within ten (10) calendar days of this meeting. It is expected that most problems will be resolved at this level.

**Step 2.** If the problem is not satisfactorily resolved at Step 1, the aggrieved Associate may file the grievance, in writing, to the management official next in the Chain of Command above the individual who consider the grievance at Step 1, within ten (10) calendar days of the step 1 decision. The appropriate supervisor/manager will meet with the Associate/Union in an attempt to resolve the grievance within ten (10) calendar days of receipt of the grievance. A written decision will be given to the Associate/Union within ten calendar days of this meeting.

**Step 3.** If the problem is not satisfactorily resolved at Step 2, the aggrieved Associate shall have ten (10) calendar days following receipt of the step 2 decision to

submit the grievance, in writing, stating the exact nature of the grievance, the date the incident occurred, remedy sought and submit it to the General Manager or Exchange Manager, as applicable, or their designee. This individual becomes the final deciding official. The General Manager or Exchange Manager, as applicable, or their designee, shall meet with the associate/Union within ten (10) calendar days of receipt of the grievance. A written decision will be given to the associate/Union within ten calendar days of this meeting. The General Manager or Exchange Manager, as applicable, or their designee, will be made aware of all grievances.

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

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

**Section 8.** Flexible Associates, associate less than 90 calendar days, are not entitled to grieve a removal action. They are entitled to grieve other Disciplinary Actions and matters of employment. Also, flexible Associates may be represented by the Union or other designated Representative in accordance with Article 5 (Rights of Associates). If a flexible Associate believes a removal action was based on unlawful discriminatory reasons, the action may be challenged in accordance with applicable EEO regulations.

**Section 9.** Employer's Initiated Procedure – A written grievance will be presented by the Employer to the Union President. The grievance will contain details of the complaint, the specific provision(s) of the Agreement allegedly violated or misinterpreted, if applicable, and the corrective action desired. A written decision by the Union will be given within ten calendar days following receipt of the grievance. If the Employer is not satisfied with the decision, the Employer may request arbitration in accordance with Article 36 (Arbitration).

**Section 10.** Questions of grievability – In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance in the written answer to Step 3 of this procedure. Prior to arbitration on threshold issues, all disputes of grievability or arbitrability will require the Parties to meet and attempt resolution within 7 calendar days. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 11.** The Parties will, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating Government Wide Laws, Rules, and Regulations or Government Policy, for the purposes of substantiating the contents of claims of the Parties.

**Section 12.** Grievance, which may have impact on more than one Associate, will be submitted, in writing, by the Local President, or their designee, directly to the General Manager, or their designee. The General Manager or their designee and the Local President will meet within ten (10) calendar days after receipt of the grievance to discuss the grievance. The General Manager shall give the Local President a written answer within ten (10) calendar days after the meeting.

## ARTICLE 35

### ALTERNATIVE DISPUTE RESOLUTION

**Section 1.** The purpose of the Alternative Dispute Resolutions (ADR) process, which is strictly voluntary and is not required to be used, is to settle disagreements using methods other than the traditional methods of dispute resolution. It is a supplement, but not a substitute, for the Negotiated Grievance Procedure. ADR emphasizes cooperation identifying underlying interests as a means of conflict and affords the Parties an opportunity to discover common ground and a solution, which is satisfactory to all Parties.

**Section 2.** The Parties agree that the intent of how ADR is applied in this agreement is in an informal, expedient, and cost effective manner that is not encumbered with detailed instruction, policies and/or procedures. Rather, it is to be employed in an informal basis allowing the Parties an opportunity to reach resolution, when possible more quickly.

**Section 3.** It is understood that not all grievable situations are suitable for ADR, such as termination offenses, and the use of the ADR process is voluntary. Use of the ADR process does not void the Associate's grievance rights under the Grievance Procedure Article (time limits under the Grievance Procedures will be suspended while participating in the ADR process).

## ARTICLE 36

### ARBITRATION

**Section 1.** If the Employer and the Union fail to settle any grievance arising under Article 34 (Grievance Procedure), the unresolved issue(s) in the grievance will be set forth in writing to the other Party by the Party requesting arbitration. A written notice requesting arbitration must be served to the other Party not later than 30 calendar days from the conclusion of the last step of the grievance procedure. Arbitration maybe invoked only by the Employer or the Union.

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

**Section 3.** The fee and the expense of this arbitration will be borne equally by the Employer and the Union. The arbitration hearing will be held during the regular day shift work hours of the basic work week of Monday through Friday, and the Unit Associate's Representative, the grievant and the unit Associate witnesses will suffer no loss of pay or annual leave because of arbitration proceedings participation.

**Section 4.** A verbatim transcript of the arbitration is required if written post-hearing briefs will be submitted. Costs of the transcript and transcriber shall be borne equally by both Parties when post-hearing briefs are filed or when a written transcript is required by the arbitrator.

**Section 5.** If the question of grievability or arbitrability has been raised by either Party, and the question has not been resolved, the arbitrator will be requested to rule on that question as a threshold issue prior to considering the merits of the case.

**Section 6.** The Parties will meet prior to arbitration in an attempt to stipulate the issue(s) and determine joint exhibits. If they fail to agree to joint stipulation of the issue(s), each will submit their issue(s) separately. The arbitrator will then define the issue(s) to be arbitrated.

**Section 7.** The arbitrator will be required by the Parties to render the decision as quickly as possible but in any event, no later than thirty (30) calendar days after the conclusion of the hearings, unless the Parties agree otherwise. The arbitrator may neither interpret nor change the Department of the Navy, or higher authority, regulations or policy. An

arbitrator will not change, modify, alter, delete or add to provisions of this Negotiated Agreement; such right is a prerogative of the Parties only.

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

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

## ARTICLE 37

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

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

b. Therefore, the Employer and the Union will work together to encourage troubled Associates whose work performance is adversely affected to pursue counseling help or treatment.

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

**Section 4.** To assist Associates in this area, the Employer will attempt to provide a free, confidential program with qualified counselors. Associates may contact the counselors directly without referral, by calling for the referral number from the Human Resources Office or the Union Office.

**Section 5.** Supervisors may refer an Associate because of performance or conduct on the job.

**Section 6.** Although the existence and functions of counseling and referral programs will be publicized to Associates, no Associate will be required to participate or be penalized for merely declining referral to a counseling service.

**Section 7.** Availability of confidential counseling and the Civilian Associate Assistance Program will be posted annually by the Employer on Official Bulletin Boards.

**Section 8. Confidentiality/Relationship to Disciplinary and Adverse Action**

a. The Parties recognize that all confidential information and records concerning Associate's counseling and treatment will be maintained in accordance with applicable Government Wide Laws, Rules and Regulations.

b. Without an Associate's specific written consent, the supervisor may not obtain information about the substance of the Associate's involvement with a counseling program. Information obtained with the Associate's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions unless required to enforce the law.

c. If, as a result of a proposed disciplinary or adverse action, an Associate notified management for the first time that he/she has a EAP related problem that significantly contributed to the misconduct and is seeking the services of EAP, management will normally put the proposed action in abeyance while the Associate undergoes treatment under terms and conditions agreed to.

Violation of any agreed to conditions, or continued misconduct as referenced in the proposed disciplinary or adverse action during the abeyance period may result in activation of the proposed disciplinary or adverse action process.

d. Requests for counseling or referral assistance will not be a factor in job security or promotional opportunities.

**Section 9.** It is the policy of the Employer to grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for Associates under the EAP as would be granted for Associates with any other health problem.

**Section 10. Administrative Action**

Any associate who is determined to have alcoholism, drug abuse/illegal drug use, emotional, or other personal problems may be removed from that position through appropriate personnel action. The Associate shall be returned to duty, as part of a counseling or rehabilitation program if, in the sole discretion of the head of the Employer, he or she determines that returning the Associate to duty would not endanger public health, safety, or national security. Such determinations will be made in a fair, equitable, and nondiscriminatory manner.

## ARTICLE 38

### ASSOCIATE PARKING

**Section 1.** Associate parking areas will be provided by the Employer, will be well lit and located as close to the assigned Associate entrance as feasible, considering security, and safety.

**Section 2.** Loss Prevention/Safety, when available, will monitor the parking areas. Problems will be reported to Loss Prevention/Safety.

**Section 3.** The Employer agrees to comply with the appropriate provisions of the Americans with Disabilities Act. Only Associates who have proper authorization will utilize these parking spots.

**Section 4.** If Associates are required to park in an alternative parking area, appropriate arrangements will be made. When either Party determines that it is necessary to meet and discuss the arrangements, a meeting will be scheduled as soon as possible.

**Section 5.** The Employer and Union agree to allow and encourage Associates to use carpools and/or ride sharing.

## ARTICLE 39

### TRAVEL

#### General

The Activity and the Union recognize that NEXCOM may require bargaining unit Associates to travel away from their official duty station. This travel is performed in accordance with all Volume Two, Civilian, Joint Travel Regulations (JTR), applicable Government Wide Laws, Rules, and Regulations/standards, and the guidelines of this Negotiated Agreement.

The comfort of the Associate will be considered to the maximum degree consistent with the mission assigned.

Management will not require an Associate to be subject to any unreasonable travel arrangements in order to achieve a reduction in per diem cost.

All of the above information will be made available to the Associate(s) and Union Representatives upon request.

**Section 1.** Insofar as practicable, TDY travel will be scheduled within the Associates regularly scheduled tour of duty.

**Section 2.** Use of Privately Owned Vehicle (POV)

a. Whenever available and appropriate, Associates will use Government vehicles for official business.

b. Associates will not be required to use privately owned vehicles (POVs) for Government business, nor will they suffer any loss of pay, reprisal action for refusing to use a POV for government business. In the event the use of POVs is authorized, mileage for such use will be compensated at the prevailing rate published in the up to dated JTR.

c. Reimbursement for use of POV will be calculated by mileage at the maximum rate set by the Joint Travel Regulations.

**Section 3.** Receipts will be required in accordance with the Volume Two, Civilian, Joint Travel Regulations.

**Section 4.** Telephone calls will be allowed in accordance with the Volume Two, Civilian, Joint Travel Regulations.

## ARTICLE 40

### UNFAIR LABOR PRACTICES

**Section 1.** Prior to filing an Unfair Labor Practice (ULP) charge, the charging Party will inform the other Party with a completed FLRA form required for the filing of an Unfair Labor Practice. The form must be completed in accordance with the FLRA instructions provided. Within 15 calendar days, the two Parties will meet in an attempt to resolve the matter.

**Section 2.** If no resolution is reached during that time, the ULP may be forwarded to the Federal Relations Authority (FLRA) in accordance with Governemnt Wide Laws, Rules, and Regulations. It is recognized, however, that all time limitations prescribed by the FLRA concerning filing of ULPs apply and are not otherwise affected by the informal resolution period.

## ARTICLE 41

### PUBLICIZING THE AGREEMENT

**Section 1.** Within 60 calendar days following the effective date, the Employer will reproduce this Agreement for distribution to all Associates assigned to the Unit, upon request, the cost of which will be borne equally by the Parties. Subsequent changes to the Agreement will also be distributed by the Employer to all Associates.

**Section 2.** Ten copies shall be furnished to the Union for its use. The cost of printing the Agreement shall be shared by the Parties.

**Section 3.** New Associates, as part of the orientation process, will be provided names of the Unit Representatives.

## ARTICLE 42

### DURATION

**Section 1.** The Agreement shall remain in effect for three years from the date of approval by the Department of Defense, providing that the Union continues to meet the requirements of exclusive recognition. Provisions of this Collective Bargaining Agreement (CBA) may be reopened for modification only with the consent of both Parties. Otherwise, the Parties agree that , with the exception of matters specified in Sections 1 and 2 of Article 2 (Provisions of Law and Regulation), either Party may negotiate up to three issues that have not been covered or negotiated within this CBA. Any such agreements become supplemental agreements to the CBA. It is understood that this section does not preclude Impact and Implementation negotiations, as appropriate under Public Law, and as stipulated in Article 3 (Matters Subject to Discuss and Negotiations).

**Section 2.** If neither Party serves notice to re-negotiate this Agreement, the Agreement shall automatically be renewed for three-year periods, subject to other provisions of this Article and subject to conformance to applicable Government Wide Laws, Rules, and Regulations of higher authority. The Agreement and/or extensions will be subject to approval by the Department of Defense.

**Section 3.** If either party desires to renegotiate the Agreement, notice will be served by either Party upon the other between the 30th and 120th day prior to the expiration date of this Agreement. Upon request of either Party, the Parties will meet to commence negotiation of a new Agreement on the 30th day prior to the expiration of this Agreement or on the first workday following that date if it should fall on other than a workday.

## APPENDIX

## HOLIDAY OBSERVANCE CHART

FOR REGULAR AND FLEXIBLE ASSOCIATES WHO WORK AT LEAST FIVE DAYS PER WEEK

Non-Workdays

Days of Observance

A	B	FRI	SAT	SUN	MON	TUE	WED	THU
Fri	Sat			B				A
Fri	Sun				B			A
Fri	Mon					B		A
Fri	Tue						B	A
Fri	Wed							A,B
Fri	Thur		B				A	
Sat	Sun	A			B			
Sat	Mon	A				B		
Sat	Tue	A					B	
Sat	Wed	A						B
Sat	Thur	A,B						
Sun	Mon		B			A		
Sun	Tue				A,B			
Sun	Wed				A	B		
Sun	Thur				A		B	
Mon	Tue			A			B	
Mon	Wed			A				B
Mon	Thur	B		A				
Tue	Wed				A			B
Tue	Thur	B			A			
Wed	Thur	B				A		

Find the correct combination of non-workdays in the first two columns.

When a holiday falls on the non-workday listed under "A", find the day marked "A" for the day of observance. When a holiday falls on the non-workday listed under "B", find the day marked "B" for the day of observance.

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



**REVIEWED AND APPROVED BY DEPARTMENT OF DEFENSE  
MARCH 27, 2015. Effective Date: MARCH 27, 2015.**