

Navy Exchange / American Federation of Government Employees Local 48
Negotiated Agreement

NEGOTIATED AGREEMENT BETWEEN

NAVY EXCHANGE

PUGET SOUND NAVAL SHIPYARD, BREMERTON
NAVAL STATION PUGET SOUND, SEATTLE
NAVAL SUBMARINE BASE, BANGOR
AND

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 48

Navy Exchange / American Federation of Government Employees
Negotiated Agreement

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NEGOTIATED

AGREEMENT

BETWEEN NAVY

EXCHANGE

**PUGET SOUND NAVAL
SHIPYARD, BREMERTON
NAVAL STATION PUGET
SOUND, SEATTLE NAVAL
SUBMARINE BASE, BANGOR**

AND

AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES, LOCAL 48 PREAMBLE

In accordance with the provision of Chapter 71 of title 5 of the U.S. Code, this Agreement is made by and between the Navy Exchange, Puget Sound Naval Shipyard, Bremerton, Naval Submarine Base, Bangor, and Naval Station Puget Sound, Seattle, hereinafter referred to as the "Employer" and Local 48, American Federation of Government Employees, AFL-CIO, herein after referred to as the "Union". Collectively, the Employer and the Union will be recognized as the "Parties" to this Agreement.

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**ARTICLE 1
RECOGNITION AND UNIT DETERMINATION**

Section 1. The Employer hereby recognizes that the union is the exclusive representative of all employees in the units (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interests of these employees with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement.

Section 2. The units to which this Agreement is applicable are composed of

- a. All civilian personnel of the Navy Exchange, Puget Sound Naval Shipyard, Bremerton, WA. Excluded from the Unit are area Managers, Supervisors, guards and persons engaged in personnel work in other than a purely clerical capacity.
- b. All employees of the Navy Exchange, Naval Submarine Base, Bangor, Silverdale, WA. Excluded from the Unit are: professional employees, management officials, supervisors and employees described in 5 USC 7112 (b), (2), (3), (4), (6) and (7).
- c. All civilian employees of the Navy Exchange, Naval Station Puget Sound, Seattle, WA. Excluded are professional employees, management officials, supervisors, guards as defined in the Order, and temporary part-time employees and employees engaged in Federal personnel work in other than a purely clerical capacity.

**ARTICLE II
PROVISIONS OF LAWS AND REGULATIONS**

Section 1. It is agreed and understood that in the administration of all matters covered by this agreement, the Employer and the Union are governed by existing laws and regulations of appropriate authorities, including policies set forth in the SECNAV INST 5300.22C; by published agency policies and regulations in existence at the time this agreement was approved.

Section 2. Personnel Instructions issued by NEXCOM and originated at that level or Personnel Instructions initiated at the local level of command will be recognized as a subject for negotiation, The Union will be furnished a copy of such instructions.

**ARTICLE III
RIGHTS OF THE EMPLOYER**

Section 1. It is agreed and understood that in accordance with regulations and the statute, nothing in this Agreement shall affect the authority of any management official:

- a. Number of employees and internal security practices of the Employer.

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b. In accordance with regulations and applicable laws:

1. To hire, assign, direct, layoff, and retain employees in the activity, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees, based on Agency regulations and the Statute.
2. to assign work to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
3. with respect to filling positions, to make selections for appointments from:
 - (a) candidates for promotion or
 - (b) any other appropriate source
4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

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

**ARTICLE IV
RIGHTS OF THE EMPLOYEES**

Section 1. Employees have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of this right. Except, as otherwise provided under Title VII of the Civil Service Reform Act of 1978, such rights include:

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

Section 2. No employee is authorized to assist the Union or participate in its management or represent it if such activity would result in a conflict or otherwise be incompatible with law or the official duties of the employee. All cases of possible conflict of interest will be discussed with the Union and an attempt will be made to come to a mutual agreement before action is taken by the Employer.

Section 3. An employee has the right to bring matters of personal concern to the attention of an appropriate Union representative, immediate supervisor, or appropriate management official.

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

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Section 5. The rights stated in Section I Article III of this Agreement will not preclude an employee's right to register dissatisfaction concerning the procedures employed by the Employer in the exercise of such rights, unless such dissatisfaction is precluded under the negotiated grievance procedure.

**ARTICLE V
RIGHTS OF THE UNION**

Section 1. The American Federation of Government Employees, Local 48 having been certified as the exclusive representative of the Unit described in Article One of the Agreement retains the rights per applicable laws, regulations, and this Agreement to:

(a) Be given the opportunity to be present at any formal discussion (meeting) between one or more representatives of the Agency and one or more members of the bargaining unit concerning a grievance and/or any condition of employment.

(b) Be given the opportunity to be represented at any examination of a unit member in connection with an investigation if the employee believes that the examination may lead to a disciplinary action and the employee requests representation.

Section 2. The Local 48 Union office will be notified of the time, date, location and subject of any meeting related to TQL, TQM and invited to attend, when the subject for discussion between employer representatives and unit members will concern personnel policies and practices effecting working conditions.

If a meeting is called that is not expected to involve the discussion of personnel policies and practices effecting working conditions and a condition of employment is raised the discussion on that subject matter will be halted and the subject set aside until the Employer has fulfilled

its obligation under 7114 of the statute and Article VI of this Agreement.

Section 3. The American Federation of Government Employees, Local 48 retains the right to negotiate a basic Agreement, addendums and Memorandums of Understanding to such an Agreement.

Section 4. Should the Employer desire to conduct a survey of bargaining unit members concerning conditions of employment, it will not do so until the Union has been provided an advance copy and the Employer has fulfilled its obligation under 7114 of the statute and Article VI of this Agreement.

Section 5. Local 48 retains the right to designate its representatives, stewards, negotiators and its point of contact.

Section 6. The Union will be allowed an opportunity quarterly to distribute information directly to its bargaining unit members.

ARTICLE VI
DISCUSSION AND NEGOTIATION

Section 1. Subjects appropriate for discussion and/or negotiation between the Employer and the Union include personnel policies and practices and matters affecting working conditions which fall within the scope of authority of the Employer. Such subjects may include but are not limited to various aspects of health and safety, training, labor- management co-operation, employee services, methods of adjusting grievances, hours of work promotion plans, procedures for granting leave and reduction-in-force procedures.

Section 2. The Employer and Union acknowledge a responsibility to bargain in good faith on appropriate matters.

Section 3. For the purpose of the Agreement, the following terms and definitions are accepted by the parties:

DISCUSS: The term discuss, where used in this Agreement, means the parties will meet and exchange view. This issued where no agreement is necessary or required on matters which are non-negotiable.

CONSULT: The parties will meet in an attempt to reach agreement on any proposed mid-contract changes in personnel policies, practices, or matters affecting the working conditions of unit members. Such exploration of the issues may not necessarily end in agreement.

NEGOTIATE: Collective bargaining means the performance of the mutual obligation of the representatives of the Employer and the Union to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to does not compel either party to agree to a proposal or to make a concession.

Section 4. When implementing instructions or changing personnel policies which affect the working conditions of unit members, the Employer will invite the Union to consult on the proposed changes. If the Union, after consultation wishes to enter into mid-contract negotiation, it may within five (5) working days request negotiations. If the Union requests negotiation it shall do so by written notice, and shall include with the notice its counter proposals if any. If the Union does not make a timely request for negotiations, it will be deemed to have waived such right. Negotiations shall be scheduled no later than five (5) working days after the Union's written notice. The obligation to negotiate mid- contract changes should not operate so as to delay unduly, necessary changes.

Section 5. The right to make rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policy,

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practices, procedures, and other matters affecting general working conditions, the Employer shall give due regard and consideration to the rights of the Union and to the employees and to the obligation imposed by this agreement and the provisions of the Civil Service Reform Act.

**ARTICLE VII
UNION REPRESENTATION**

Section 1. The Employer agrees to recognize the officers and stewards of the Union and shall be kept advised in writing by the Union of the names of its officers and stewards. Employees whose workstations are at places other than where a steward is assigned shall be served by the nearest available steward. The Union will provide the Employer with a copy of the steward roster to permit the posting of their names on official bulletin boards. The roster will indicate the specific areas which each steward will service. Further, the Union will notify the Employer in writing of any changes in officers or stewards.

Section 2. The Employer agrees to recognize at least one steward for each of the major locations in each unit. There will be a Chief Steward for each unit. Stewards shall be employees of the Navy Exchange and will be assigned to specific work areas to assure that each employee in the unit shall have ready access to a steward. Stewards will be assigned areas, and will not normally handle grievances outside such assigned areas. Stewards will normally handle matters in their assigned areas through the first-line supervisory level the Chief Steward may handle matters at the department manager's level; and the appropriate Union officers may handle contacts with the Navy Exchange Officer (NEO)/ General Manager (GM) or the designated representative.

Section 3. The Employer agrees that stewards shall be permitted reasonable time to contact employees for discussion of grievances and other appropriate matters directly related to the work situation subject to the following qualifications:

- a. Prior to leaving their assigned duties, the steward shall first obtain the permission of their supervisor and the supervisor of the employee they wish to contact.
- b. The supervisors will be notified when the employee returns to work.
- c. When a steward is required to stop work to conduct authorized Union business, he/she will obtain oral permission from his/her supervisor and sign a TIME OUT LOG provided by Management. Completion of the TIME OUT LOG will be accomplished by the steward.
- d. In order to minimize unproductive time, the steward will contact the supervisor of the employee to be visited prior to contact with the individual employee. In the event the supervisor denies permission to conduct business with the employee at that time, the supervisor will inform the steward as to the reason for denial and advise when the steward can reasonably expect to be able to contact the employee. Normally, there would not be a delay of longer than one work shift for a Steward/Chief Steward to see an employee on a matter of concern. Delays would only be based on workload or emergency considerations. When the supervisor summons the employee

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in response to the request, the supervisor will suggest an area in which to conduct the meeting.

e. Upon return to work site the TIME OUT LOG should be signed by the steward and the return time indicated. Completion of a TIMEOUT LOG is required to properly record Union member's time not allocated to production.

Section 4. Solicitations of membership and activities concerned with the internal management of the Union such as the collection of dues, membership meetings, campaigns for offices, conduct of elections and distribution of literature of authorized cards shall be conducted during the non-working hours of the employees concerned. For purposes of this Section, non-work time is defined as before or after duty hours or authorized rest periods and lunch periods.

Section 5. The Unit Vice-President and/or the Navy Exchange Officer (NEO)/General Manager (GM) can request a meeting of the parties at anytime. The requesting party will provide an agenda on the issues to be discussed. Upon request, the Employer agrees to meet with authorized non-employee representatives during normal working hours and discuss issues under the terms of this agreement. An agenda for such meetings will be established by the party requesting the meeting. Non-employee Union representative or officials shall contact the Navy Exchange Officer (NEO)/General Manager (GM) prior to arrival at the Exchange. Visits to the base of Union officials and representatives shall be governed by applicable security requirements of the Command.

Section 6. The present and continuing role of the chief steward and stewards is to seek to determine the merits of an employee's complaint through the collection and consideration of the facts

and advise the employee accordingly. The stewards will continue to promote good labor/management relations by advising the appropriate supervisor and management officials of potential problem areas with a view to improving working conditions and to settle complaints and to assist the employees in presenting complaints to appropriate supervisors.

**ARTICLE VIII
BASIC WORK WEEK AND HOURS OF WORK**

Section 1. It is agreed that the Navy Exchange is a service organization for the convenience of authorize patrons. Accordingly, the hours of operations and working hours will be determined by the Employer to provide optimum use of the facilities and provide the maximum service to patrons.

Section 2. The basic workweek and hours of work will be in accordance with the SECNAVINST 5300.22C. In the case of regular full-time employees in administrative positions, the Employer will not extend the workweek beyond five (5) days to allow two

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(2) consecutive days off except in areas where customer service requires a six (6) day operation.

Section 3. The Employer agrees to maintain stability in shift assignment consistent with the requirements for coverage. The Employer agrees to provide a minimum of four (4) work days notice for routine continuing shift changes. As much notice as possible will be given for emergency shift changes of a temporary nature.

Section 4. Reasonable cleanup time, as determined by the supervisor, may be provided at the close of the day.

Section 5. Work shifts of seven (7) to eight (8) hours duration shall allow for a half hour nonpaid meal breaks which will fall during the third to fifth hours of the shift. Work shifts of seven (7) to eight (8) hours duration shall include two (2) paid rest periods, one before the lunch period and one after the lunch period. Employees working more than six (6), but less than seven (7) hours shall have a one half hour lunch break and one (1) rest period. Employees working four (4) to five (5) hours shall have one rest period. Time for rest periods will be posted on all official bulletin boards at each activity.

Facilities for making coffee and tea will be made available in employee rest areas whenever possible.

The Employer will make an effort to provide a clean, smoke-free environment for rest periods and lunch breaks for those who desire such an environment. Interruptions during the employee rest period will be kept to a minimum.

Section 6. An employee called into work in a non-overtime status for which they are not scheduled and having arrived at work is deemed to have worked two (2) hours for pay purposes if they are subsequently not needed to work.

Section 7. Regular and scheduled flexible employees who are scheduled less than five (5) days per week and are expected to work more than ninety (90) days must be regularly scheduled to work on a holiday which occurs on a non-regularly scheduled workday within the administrative workweek to be paid holiday pay. Unscheduled flexible employees are not eligible for holiday pay.

**ARTICLE IX
OVERTIME**

Section 1. The Union recognizes the right of the Employer to require employees to perform overtime work when required to accomplish the mission of the Exchange.

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Section 2. Overtime assignments will be distributed and rotated equitably among employees qualified to accomplish the work required. Arrangements will include the consideration or the use of volunteers.

Section 3. The Employer agrees to provide employees with the following minimum notice of overtime assignments except where circumstances beyond management's control or the need to protect life or property prevent such notice:

- a. No notice of overtime is a result of a declared emergency.
- b. Two (2) to Four (4) hours notice for overtime which is outside the regularly scheduled work hours. Employee volunteers qualified to perform the assigned duties will be considered for overtime status.
- c. Twenty-four (24) hours notice for overtime which is outside the basic workweek.
- d. Forty-eight (48) hours notice for overtime which is on an employee's scheduled holiday.

Section 4. When it is anticipated that the overtime extension is going to be two (2) hours or more, a paid rest period will be given at the beginning of the overtime period, with no rest period thereafter unless the overtime extends beyond four (4) hours. If the overtime extends to six (6) hours, there will be a one-half (1/2) hour lunch break.

Section 5. Overtime shall be compensated in accordance with law and regulations. All overtime will be authorized in advance by the supervisor of such work.

Section 6. Overtime payment shall be made for every minute of overtime worked.

**ARTICLE X
ANNUAL LEAVE**

Section 1. Eligible employees shall be credited with annual leave in accordance with the policies expressed in the SECNAVINST 5300 .22C, the Navy Resale Manual, and other applicable regulations.

Section 2. The Employer will authorize annual leave when the workload permits and, whenever possible, at the convenience of the employee. Requests for annual leave will be made on the Absence Record (SS/241). Approval or disapproval will be promptly made in writing. Once an employee has agreed upon annual leave, they will not be permitted to change if by doing so, changing would disturb the choice of another. Annual leave will not be

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cancelled to avoid payment of overtime. Annual leave will be granted in one-tenths of an hour increments.

**ARTICLE XI
SICKLEAVE**

Section 1. Sick leave is a privilege granted when an employee is sick. It may be denied, if warranted, as specified by SECNAVINST 5300.22C, and the Navy Resale Manual.

Section 2. Unless submitted prior to absence, employees will submit an Absence Record, SS/241, to their supervisor immediately upon return to work. The charge for sick leave will be made in one-tenth of an hour increments. No employee will be allowed or required to perform duties during any portion of charged sick leave.

Section 3. Sick leave shall be credited to eligible employees in accordance with SECNAVINST 5300.22 C and the Navy Resale Manual and other applicable regulations.

Section 4. It is agreed that employees desiring medical, dental, or optical examination or treatment should make every effort to schedule such appointments after work or on non-workdays. However, when such examination or treatment cannot be scheduled on off-duty hours, sick leave for which the employee is entitled will be granted if requested in advance.

Section 5. It is the responsibility of the employee to personally notify the supervisor or department manager by phone or other means as early as possible, preferably prior to the start of the employee's shift, if they are unable to report to work because of illness/injury and when they will return to work. If the employee is uncertain as to the return date, the employee should contact the supervisor/manager, as above, until a definite return date can be expressed. If the return date expectation changes, the supervisor/manager should be notified, as above.

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Section 6. In those cases where there is sufficient reason to believe that the sick leave privilege is being abused, employees may be required to submit a medical certificate in substantiation of each absence due to claimed illness. This requirement will be in writing and will be reviewed with the employee after six (6) months. After the interview, the employee will be advised if the requirement of medical certification will remain in effect.

Section 7. Upon exhaustion of sick allowance, annual leave may be requested for absence due to illness.

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

Section 9. An employee recommended by appropriate authority to be placed on "light duty" for a limited period of time may be so assigned such duty within the limitations set. If in the judgment of the Employer, limited duty cannot be provided, the employee may be placed on sick leave, annual leave or leave without pay as appropriate when requested by the employee.

ARTICLE XII

ADMINISTRATION LEAVE, LEAVE WITHOUT PAY AND MILITARY LEAVE

Section 1. Employees may at the discretion of the Employer, be granted Administrative Leave and Leave Without Pay in accordance with the policies of DOD Instruction 1401.1 M, SECNAVINST 5300.22C and Navy Exchange Manual.

Section 2. The Employer agrees to annual leave or leave without pay in the case of employees who are designated by the Union as delegates to a Union activity, not to exceed two (2), and management receives thirty (30) days notice to cover the work requirements of the employees on leave.

Section 3. Employees who are elected or appointed representatives of the Union may be excused without charge to leave in conjunction with a training session sponsored by the Union, providing the subject matter is of mutual concern to both parties and in the employee's capacity of Union Representation. Such excusal shall cover only such portions of the training as specified above and will not exceed a total aggregate of eighty (80) hours per unit per annum for each Unit for such representative training. In the case of an agreement to extend this Agreement, time for training will be pro-rated using the eighty (80) hour per unit per year figure.

Section 4. Upon presentation of competent orders, regular full-time and regular part-time employees who are members of the Reserve components of the Armed Forces of the

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United States, including the National Guard, are entitled to excused absence of not more than fifteen (15) calendar days in any leave year without loss of pay, time or performance rating when called to active duty and/or training. Any part of this excused absence that is not used in any given fiscal year accumulates for use in succeeding fiscal years not to exceed a fifteen (15) day maximum carry over. Therefore, an eligible employee could have a maximum total of thirty (30) days to this credit for use during a fiscal year.

- a. Regular full-time and regular part-time employees called to active duty for the purpose of providing military aid to enforce the law may be granted additional military leave not to exceed twenty-two (22) working days in a calendar year.

**ARTICLE XIII
JOB DESCRIPTION**

Section 1. The Employer agrees to furnish each employee with a current job description as outlined in applicable regulations. It is further agreed that these shall be kept current.

Section 2. Management retains the right to change employee's job description; prior to this change, the employee will be advised of the pending change. Employee input will be taken into consideration.

Section 3. Job descriptions shall define the general job duties and responsibilities of a given position. The job description does not prescribe every duty the employee will be expected to perform, it merely describes major duties and responsibilities. When the term "other duties as assigned" is used, it means other related duties including those duties that may also be of a lower skill level, if related, if an employee believes an assigned duty is not job-related, the employee will carry out the assignment and then may file a grievance.

Section 4. In the event that an employee feels that the job description does not accurately describe assigned duties, the employee may file a grievance if an employee believes that the job description is accurate but is not proper in grade, title, or series, the employee may file a job grading appeal in accordance with the Job Grading Appeal Procedure in DOD Instruction 1401.IM, SECNAVINST 5300.22C and Navy Exchange Manual. An employee filing a job grading appeal and the employee representative will be allowed a reasonable amount of duty time for processing the appeal.

**ARTICLE XIV
PROMOTIONS AND ASSIGNMENTS**

Section 1. Regular positions within the unit, level 2 and above, determined to be filled by competitive selection, will be announced on official bulletin boards. Announcements will be posted for a period of five (5) working days. Announcements will include the Navy Exchange American Federation of Government Employees Local 48 Negotiated Agreement minimum qualifications for each position. Employees who feel they are qualified for a posted position, meet basic requirements and want to be considered must fill out a job opportunity

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application and submit it to Personnel within the posting period. At the completion of the posting period, all interested employees will be evaluated on the factors listed on the vacancy announcement. If there are more than five (5) qualified applicants for a position, the selection factor checklist will be used to determine the top five (5) candidates. If there commending official determines that interviews are necessary, the top five (5) candidates will be interviewed. If it is the decision of the selecting official to not interview candidates based on the fact that candidates had been interviewed recently by the same selecting official, then all candidates not interviewed within the past six (6) months will be interviewed. It is understood that selection and promotion, if warranted, will be based on merit and qualification.

Section 2. Failure to be selected for promotion when proper promotion procedures are used, is not a basis for formal complaint. However at the employee's request, the Employer will review and discuss with the employee the reason(s) for non-selection.

Section 3. Candidates not selected for promotions, if desired, may request counseling in order to prepare them for future opportunities.

Section 4. Merit Promotion Plan:

- a. All authorized positions will be filled in accordance with merit promotion principles. This plan is composed of two parts: evaluation and selection.
- b. Employees who apply for promotional opportunities will be evaluated according to the factors directly related to the posted job. The relevant factors will be evaluated by the responsible official.
- c. Selection from a group of properly evaluated applicants will be the responsibility of the selecting official.

Section 5. When a written grievance is filed, the President of the Union or designee and the aggrieved employee will be permitted to review the documents used in determining the selection.

Section 6. When the Employer determines that a position with a higher base pay will be vacant for 14 consecutive calendar days, or longer, a qualified employee assigned to that position shall be temporarily promoted. Pay action is effective the first day in that position. Selections for such temporary promotions will be made from among well qualified employees. Temporary promotions or details to a position with known promotion potential will be rotated among qualified employees.

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**ARTICLE XV
TRAINING AND EMPLOYEE UTILIZATION**

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

Section 2. Any training lasting more than 20 calendar days given exclusively for preparing an individual for a known promotion or where special training is required for a promotion, the recipient of such training shall be selected on a competitive basis. Exclusive to this requirement is the upward mobility program and positions that have as part of their duties to fill in whenever their supervisor is absent.

Section 3. When new positions are established requiring new techniques or abilities, the Employer will consider training interested, qualified employees.

Section 4. Employees are responsible for their own self-development. The Employer agrees to publicize training opportunities. A tuition refund plan is available for employee use. Employees are encouraged to apply for appropriate training and on-the-job training will be considered in the selection process. Volunteers will be given consideration for such training.

Section 5. Employees will be given the opportunity to attend on-site vendor sponsored training when such is made available by the vendor and will increase efficiency and/or output. Employees sent by the Employer for training shall be in a pay status.

Section 6. Employees may be assigned to higher level positions for which they are not qualified for training purposes. Such assignments whenever possible will be rotated among interested employees. Such training will be documented and placed in the Employee's Official Personnel Folder if it lasts more than 20 calendar days.

Section 7. Training opportunities will be posted and a copy furnished to the Union.

**ARTICLE XVI
DISCIPLINARY ACTION**

Section 1. It is mutually recognized that disciplinary actions are for the purpose of improving efficiency, correcting offending employees and maintaining discipline and morale among other employees. Disciplinary actions to be effective will be taken timely pursuant to appropriate laws and regulations.

Section 2. All written disciplinary actions will be taken for cause. Penalties imposed

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should be the minimum considered necessary to correct the employee's behavior or performance and maintain discipline and morale in the work force. The Employer agrees that discipline will be administered in a consistent manner.

Section 3. Oral admonishments and letters of caution are considered informal action and will not be considered as disciplinary actions. Disciplinary actions are defined as Letters of Reprimand, Suspension Without Pay, Demotions and Terminations. Emergency Suspension pending disciplinary action is a non-disciplinary measure.

Section 4. If at any time an employee is being questioned by a supervisor or Management official and reasonably believes that the examination may result in disciplinary action, the employee may request that a Union Representative be present. Such questioning includes telephone contacts. The employees will be notified annually of the right to representation.

Section 5. The Union shall be notified of disciplinary actions taken by the Employer as soon as possible after the employee is notified, unless the employee certifies, in writing, on the date of receipt, that the Union shall not be notified.

Section 6. Notices of proposed disciplinary actions to employees will include the employee's right to reply and the procedure available to the employee. The employee will also be advised that they have the right to review all evidence relied upon to support the reasons for the proposal. Upon request the Employee will be given a copy of all the evidence used to support the reasons for the proposal and the names of persons who may serve as a witness in an appeal hearing.

Section 7. In accordance with statutory requirements, and the requirements of the Agreement, employees will be advised of their rights to assistance and representation at the time of presentation of a proposal to discipline and at the time of issuance of the Letter of Decision. The Employer shall notify unit employees of their rights to request assistance and representation at each step of the grievance or appeal procedure.

Section 8. The Employer agrees that employee counseling will be carried out in private. Employees shall not be reprimanded in front of others, unless there is some reasonable endangerment to individuals or property.

ARTICLE XVII APPEALS FROM ADVERSE ACTIONS

Section 1. The procedure for appeals for adverse action specified in SECNAVINST 5300.22C will be following. The procedure is based on three steps leading to a final review and decision by the Commander, Navy Resale and Services Support Office.

Section 2. An appeal will be initiated by the aggrieved employee. A representative of the

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union may present the appeal on behalf of the employee when specifically requested to do so by the employee.

Section 3. The following disciplinary actions are adverse actions and appeals from such adverse actions must be processed in accordance with the procedures in SECNAVINST 5300.22C.

- a. Termination of employment resulting from disciplinary actions or unsatisfactory work performance;
- b. Demotion or reduction in pay resulting from disciplinary action or unsatisfactory work performance;
- c. Suspensions without pay for a period of more than fourteen (14) calendar days.

ARTICLE XVIII CIVIC RESPONSIBILITIES

Section 1. Regular employees who are eligible and desire to vote shall be allowed sufficient time to vote in Federal, State or Local elections or referendums. Administrative leave will be granted in accordance with regulations. Where the polls are not open at least two (2) hours before or after the employee's regular work hours, employees will be excused for the amount of time which permits them to vote during the period after the polls open or the period before the polls close, whichever requires less excused time.

Section 2. In the event a regular employee is called for jury duty, the Employer will grant the employee so entitled, leave with pay and without charge against annual leave. The employee will promptly notify the Employer in order that arrangements may be made for the absence. To qualify, the employee will submit a properly certified record of attendance from the court. Employees will receive the court fees received from the court or their regular pay, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the Employer immediately upon receipt from the court.

Section 3. Service of an employee on jury duty or any other special assignment will not preclude consideration for assignment to work on holidays.

ARTICLE XIX EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, national origin, religion, physical or mental handicap. The realization of equal employment opportunity will be promoted through this positive and continuous effort.

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Section 2. Each party agrees to advise the other of equal employment opportunity problems and to jointly seek solutions to such problems through cooperative effort as provided in this agreement and the Employer's regulations.

Section 3. The Employer agrees to nominate an employee from each unit from a list supplied by the Union as a member to the command EEO Advisory Committee.

ARTICLE XX SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe and healthful work place for employees and will comply with applicable laws and regulations relating to the safety and health of its employees. It is recognized that each employee has a primary responsibility for their own safety and health and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. When unsafe or unhealthy conditions are observed, they should be reported to the appropriate supervisor for action.

Section 2. The Employer will provide to the Union a list of Bargaining Unit Employee injuries on a quarterly basis.

Section 3. The Employee will notify the Employer immediately of any on-the-job occupational illness or injury. Counseling as to available benefits in cases of on-the-job occupational illness or injury will be furnished by the Employer.

Section 4. The Employer agrees to continue those health services currently being provided employees and when physical examinations are required such examination to be free to the employee unless employees choice of physician is other than the Agency's physician.

Section 5. The Union will be consulted in the formulation of any new safety practices and/or procedures.

Section 6. The Union will provide the Employer with a list of employees whom they consider represents the Unions views. From this listing, the Employer will select one of these employees who will be a member of the Exchange Safety Committee.

ARTICLE XXI BUSINESS BASED ACTIONS

Section 1. The decision to conduct a business based action is a management decision. A Business Based Action when necessary, will be conducted in accordance with DOD Instruction 1401.1M, SECNAVINST 5300.22 C and the Navy Exchange Manual.

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The Employer agrees to notify the Union of the necessity for a Business Based Action as far in advance as practicable, and of the reasons therefore. The Employer also agrees to inform the Union of the affected groups and the number of employees affected when this information is available.

Section 2. The Employer agrees to make a reasonable effort to avoid or minimize a business based action by adjusting the work force through promotion, re-assignment or transfer of employees to available vacancies for which they are qualified.

Section 3. It is agreed that the Employer, to the extent consistent with the manpower requirements, will make reasonable effort to re-assign employees whose positions are eliminated and the Employer will make an effort to train employees when necessary, for re-assignment. The Union will be notified on the efforts of the Employer to minimize manpower reduction and be allowed to offer reasonable alternatives.

Section 4. The Employer, when utilizing RIF procedures to effect a separation through a business based action, will use those procedures contained in the Navy Exchange Manual.

Section 5. The Employer agrees to furnish the Union a copy of the retention register established for the affected NAFI. The employees will be notified of their standing on this register based on appropriate grouping reflecting length of service and performance ratings. Employees will be grouped according to the Navy Exchange Manual.

Section 6. The Employer agrees to advise Bargaining Unit Employees effected by a business based action, as to the reasons for the action, a description of the action and the right to respond or whenever applicable, appeal.

Section 7. BBA's will not be used in place of a disciplinary action. Neither will a BBA be used to retaliate against an employee.

ARTICLE XXII PUBLICITY

Section 1. The Employer agrees to provide space on bulletin boards within the unit for posting Union notices and similar informational material. Such posted material, if in violation of regulations, inaccurate or libelous toward management, may be removed by the Employer, The Union will maintain its space in an orderly condition. Copies of all material posted will be provided to the Navy Exchange Officer (NEO/General Manager (GM)).

Section 2. Employees will be advised of the exclusive recognition which has been granted to Local 48 and will be given a copy of this Agreement.

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**ARTICLE XXIII
PERFORMANCE RATINGS**

Section 1. In accordance with appropriate regulations, it is agreed the work performance of all regular probationary employees will be reviewed at the end of six (6) months. The employee will be advised on their performance at this time. Subsequent work performance appraisals will be prepared on the annual basis.

Section 2. The supervisor-employee interview will include a discussion of the factors on the Work Performance Review form, the ratings assigned, any outstanding rating and any unsatisfactory ratings, any training or improvement needed and the meaning of the overall rating.

Section 3. When an employee is transferred or promoted to a different job, their work performance may be reviewed after the first six (6) months on the new job, after the second six (6) months and annually thereafter.

Section 4. Employees will be furnished copies of their work performance reviews after they have been reviewed by the reviewing official.

Section 5. Employees may grieve the performance evaluation ratings and/or any written comments made in connection with the performance appraisal with which they disagree under the Negotiated Grievance Procedure.

**ARTICLE XXIV
GRIEVANCE PROCEDURES**

Section 1. The article is intended to provide an orderly and sole procedure for the processing of unit employees', Union and Employer grievances not excluded in Section 2 below.

Section 2. The grievance procedures shall exclude any grievance concerning, or which includes, any of the following:

- a. Any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under 5 USC, Section 7532;
- d. The classification of any position.

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Other matters excluded from this article are as follows: Business Based Actions where reduction in force procedures are used, EEO complaints, non-selection, and termination of probationary and flexible employees.

Section 3. Any employee, or group of employees, in the Unit may present grievances to the Employer and have them adjusted without intervention of a Union representative so long as the Union has been given the opportunity to be present at the adjustment and adjustment is consistent with the Agreement. Any employee or group of employees seeking direct adjustment of their grievance(s) shall present the grievance at the lowest level of management having the authority to resolve the grievance. All provisions contained in this Article relating to grievances and processing thereof, shall apply to the procedure of direct adjustment. The step 3 decision shall be binding. The management official to whom the grievance is presented shall inform the Union office of the processing of an employee grievance and provide them the opportunity to be present at the meeting at which the employee is in attendance, in accordance with the Union's exclusive recognition.

Section 4. Question of Grievability –In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of the grievance prior to the time limit for the written answer in Step 2 of this procedure. All disputes of grievability as a threshold issue in the related grievance.

Section 5. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, their performance, or their loyalty or desirability to the organization. Any grievance not taken up with the immediate supervisor within fifteen (15) calendar days after the occurrence of the matter or within fifteen (15) calendar days after the date the employee could be expected to be aware of the incident out of which the grievance arose will not be considered nor presented at a later date. Reasonable time during working hours will be allowed for employees and Union representatives to prepare for and present grievances, including attendance at meetings with Employer officials.

Section 6. If an employee grievance is over a disciplinary action initiated by the Employer, the grievance will be presented within fifteen (15) calendar days of the receipt by the employee of the decision. Such grievance shall be presented at the Step or Official above the Official who signed the Decision letter. In the instance when the Navy Exchange Officer/General Manager signs the Letter of Decision the grievance must be submitted to the Navy Exchange Officer/General Manager prior to resorting to arbitration.

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Section 7. The following procedure applies to all eligible employees of the unit and the Parties:

a. Informal Step: A grievance will be discussed orally with the immediate supervisor. The immediate supervisor will meet with the employee in an attempt to resolve the grievance. The employee may, upon request, be represented by a Union representative who will normally be the appropriate steward. The Union and the Employer anticipate that most employee grievances will be settled at this informal level. The immediate supervisor shall furnish the employee a resolution no later than five (5) calendar days after the date of presentation.

b. Formal Procedure:

Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue the grievance under the following procedures, the employee will reduce the grievance to writing. The written grievance will be submitted to the Department Manager within five (5) calendar days of the supervisor's informal decision. The written grievance will contain the details of the complaint, the specific provisions of the Agreement allegedly violated or misinterpreted, the corrective action desired by the employee; and be signed by the employee or an individual designated in writing as a representative. It must give the date of informal discussion, the date of informal decision, and identify the immediate supervisor. Within five (5) calendar days of receipt, the Department Manager will meet with the employee and appropriate Steward in an attempt to resolve the grievance. A written decision will be given the employee within seven (7) calendar days of this meeting.

Step 2. If the problem is not satisfactorily resolved at Step 1, the aggrieved employee may grieve within five (5) calendar days following receipt of the decision of the Department Manager, to the Navy Exchange Officer/General Manager. The Navy Exchange Officer/General Manager or designated representative will meet with the Union and the employee within five (5) calendar days following receipt of the grievance, unless an alternative date is mutually agreed upon by both parties. The Navy Exchange Officer/General Manager will render his/her decision in writing to the employee within ten (10) calendar days following completion of the meeting. If the employee is not satisfied with the Navy Exchange Officer/General Manager decision, the employee may, with the concurrence of the Union, request arbitration in accordance with Article XXV, Arbitration.

Section 8. Failure of the Employer to observe time limits for any step in the grievance procedure will entitle the employee to advance the grievance to the next step. Failure of the employee or representative to further process a grievance within the time limits provided for herein will constitute withdrawal and termination of the grievance. Time frames may be extended by mutual agreement.

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Section 9. At each and every step of the grievance procedure, the Union and Employer may call a reasonable number of relevant, employee witnesses who will suffer no loss of pay. Parties will, upon request of the other party, permit inspection of pertinent records in so far as permissible without violating laws, regulations, or government policy, for the purpose of substantiating the contents of claims of the parties.

Section 10. The Employer and the Union recognize and endorse the importance of bringing to light an adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cast any reflection on his/her standing with the supervisor or their loyalty and desirability to the organization, nor will the grievance be considered as a reflection on the employee's supervisor.

ARTICLE XXV ARBITRATION

Section 1. If the employer and the Union fail to settle any grievance arising under Article XXIV, Grievance Procedure, either party may request binding arbitration. A written notice, requesting arbitration, must be served not later than fifteen (15) calendar days from the conclusion of the last step of the grievance procedure. Arbitration may be invoked only by the Employer or the Union.

Section 2. The moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties will meet within five (5) calendar days after receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and will repeat this procedure. The last remaining name will be the duly selected arbitrator.

Section 3. The fee and the expense of the arbitrator will be borne equally by the Employer and the Union. The arbitration hearing will be held during the regular days shift work hours.

Section 4. The arbitrator will be requested to render his decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limits.

Section 5. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement or interpret official directives and regulations. The arbitrator's function when reviewing any case alleging dissatisfaction with the application of a directive or regulation shall be limited to a determination as to whether the directive or regulation was, in fact, properly applied. The arbitrator has no authority to address any subject outside the discretion of the local NAFI head and will address only those issues submitted by the parties.

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Section 6. The arbitrator's award shall be binding on the parties, however, either party may file exceptions to the award in accordance with the provisions of the Act.

ARTICLE XXVI DUES WITHHOLDING

Section 1. The Employer agrees that effective as early as practicable after the effective date of this agreement, voluntary payroll deductions for the payment of Union dues shall be made from the pay o

f all who request such dues deduction and who are bona fide members in good standing with the Union. Dues are defined as the regular periodic payments required from a member to maintain the member in good standing with the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by provisions of this agreement and applicable laws. It is recognized that changes in the agreement may be required by future changes in such laws, regulations, and directive of higher authority.

Section 2. Any employee of the unit desiring to have Union dues deducted from their pay may, at any time, complete and sign the appropriate portions of Standard Form #1187, "Request for Payroll Deduction for Labor Organization Dues". Section A of this form shall be completed and certified by the President of the Union or designee, who shall mail/deliver it to the Personnel Office of the Navy Exchange, where the employee is located. The form must be received by the last Monday preceding the pay period during which the initial deduction is to be made. Employees may not request payroll deduction of dues to more than one employee organization.

Section 3. A deduction will be made each biweekly pay period from the pay of employees in the unit who have requested such allotment for dues. The amount to be deducted will be computed by multiplying the employee's regular monthly dues by twelve and dividing the results by twenty-six (26) and rounding to the next higher penny. It is understood that no deduction for dues will be made by the Employer in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

Section 4. The total deductions shall be transmitted by the payroll office to the President, AFGE Local #48, or designee, by check no later than ten (10) working days after the close of each pay period. With each check, the payroll office will provide the Union with a listing of the names of the employees involved and the amount deducted for each employee. In the event an employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues, or should an employee revoke authorization for the withholding of Union dues, the Employer shall so annotate it on the list. The list shall also show the total amount of dues deducted by the payroll office. There will be no fee charged for the deduction of Union dues.

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Section 5. An employee in the unit who has authorized the withholding of Union dues may request revocation of such authorization by completing Standard Form #1188, "Cancellation of Payroll Deductions of Labor Organization Dues", and submitting the completed form to the Personnel Officer. These forms may be obtained from the employer. An employee who initiates dues deduction and requests revocation of this deduction within the initial year, will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deduction went into effect. An employee who has completed the initial one-year period and requests revocation of Union dues deduction, will have the revocation take effect on the first pay period in September following their anniversary date provided the revocation is received by the payroll office no earlier than 1 August nor later than 31 August. The payroll office shall promptly notify the Union of all such revocation received by transmitting a copy of the form.

Section 6. All deductions of Union dues provided for in this agreement shall be automatically terminated if the Union becomes ineligible as the exclusive bargaining agent through an election under the Statute, or for other reasons, including suspension or cancellation of this dues withholding agreement. Any individual allotment for dues shall also be automatically terminated upon separation or transfer of the employee from the rolls of the activity when the employee moves out of the unit.

Section 7. The Union agrees to give prompt written notification to the Employer when a member who has authorized dues withholding is suspended or expelled from the Union. Announcements of the withdrawal time period will be posted on official bulletin boards during the entire month of January by the Employer.

Section 8. The Union shall be responsible for insuring that Standard Form #1187 is purchased and made available to the members, and shall further ensure that the forms are properly completed and certified before transmitting them to the Employer. The Union recognized its responsibility for seeing that the members of the Union are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, and the uses and availability of the required forms.

Section 9. The Union shall furnish the Employer, at the earliest practicable date, with a current listing containing the names and signatures of Union officials designated to certify Section A of Standard Form #1187 on behalf of the President of the Union. The Union shall be responsible for giving the Employer prompt written notification of any changes in this information and informing Union members of these changes. Changes in the amount of employee organization dues for payroll deduction purposes shall not be made more frequently than once each twelve months.

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**ARTICLE XXVII
WAGES AND COMPENSATION**

The following is taken from Law and Regulation and is stated for information purposes:

Section 1. The Employer shall determine the type of compensation for employees.

Section 2. The rate of compensation shall be determined by surveys as indicated in PL 92-392. The administrative procedures for pay are contained in FPM Supplement 532- 2.

Section 3. All changes in fixed pay rates, such as promotions, step increases, etc.; will normally be effected on the first day of the first pay period after the action is approved.

Section 4. All benefits programs for eligible employees shall be administered in accordance with Headquarters' regulations.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

Section 1. All provisions of this Agreement shall become effective following the date of approval by the Secretary of the Navy and the date of approval by the American Federation of Government Employees, Local 48, Bremerton, Washington.

Section 2. a. The Agreement shall remain in full force for three (3) years following the date of approval, providing that the Union continues to meet the requirements of exclusive recognition. The termination of this Agreement as provided here in shall not in and of itself serve to terminate the exclusive recognition of the Union as long as the Union continues to be eligible for such recognition under the applicable regulations. The Agreement shall be automatically extended for three (3) years unless written notice of desire to renegotiate the agreement is given by either party upon the other between the sixtieth (60) and ninetieth (90) day period prior to the expiration date of this Agreement.

b. It shall be opened for amendment upon written request of either party made within thirty (30) calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or the Department of the Navy, which grants new discretionary authority to the Employer with regard to any item dealt with in this Agreement. Request for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations of such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and the new discretionary areas(s) which the

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same delegates to the Employer. Such amendments, as agreed to by the parties, will be duly executed by the Parties.

Section 3. At least sixty (60), but not earlier than ninety (90) calendar days prior to the normal expiration date of the Agreement, representatives of the Employer and the Union shall meet for the purpose of commencing renegotiation of the Agreement. Any request for extension of this Agreement will be signed by both Parties indicating the desired extension period and forwarded to the Secretary of the Navy.

Section 4. This Agreement, except for its duration period as specified in Section 2 of the Article, is subject to opening only as follows:

a. Either party may request a re-opener and talk about modifications of the Agreement any time after the first six (6) months of the effective date of the Agreement. The notice shall include the modifications desired. A conference between the parties will be convened within thirty (30) days after the date of notice. Each party will be limited to no more than three (3) such conferences during the three (3) year life of this Agreement. Each party will also be limited to submitting three (3) proposals at any one re-opening conference. A proposal may include a change in one (1) or more Sections of an Article and/or an introduction or deletion of an Article.

Section 5. Amendments(s) as agreed to by the Parties and upon approval of Local 48 and Secretary of the Navy shall become a part of the subject to the terms of the basic Agreement.

ARTICLE XXIX WORKING CONDITIONS

Section 1. All tools and equipment, as determined by the employer required for the employee's performance of assigned duties, will be furnished by the employer. Exceptions to this requirement are automotive, barbers and beauticians who will provide their own equipment and be responsible for its upkeep and replacement.

Section 2. Employees whose duties are in industrial type operations (including but not limited to Automotive repair, machine repair, warehousing, etc.) will be provided with safety shoes. "If the employee chooses shoes other than those provided by the employer, the employee will pay any difference in cost."

Section 3. Where employees are required to wear uniforms, such uniforms will be furnished by the employer and maintained by the employee. In areas where the Employer is maintaining and laundering uniforms, the practice will continue. For any Department not currently required to wear uniforms that maybe required in the future, the Employer agrees to furnish uniforms as follows:

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a. Employees regularly scheduled to work five (5) days or more per week will be furnished three(3) complete uniforms. In Food Service, *this* will include two(2) caps and five (5) aprons.

b. Employees regularly scheduled to work less than five (5) days per week will be furnished two (2) complete uniforms. In Food Service, this will include two (2) caps and one (1) apron for each scheduled day.

Section 4. The Employer will repair or exchange all torn or ripped uniform items. When a uniform is worn out and beyond repair, the employee must turn in the old uniform in order to receive an new one.

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Notes: