

**NEGOTIATED AGREEMENT**

between

**NAVY EXCHANGE SERVICE COMMAND  
TIDEWATER DISTRICT VENDING OPERATIONS**

**VIRGINIA BEACH, VIRGINIA**

and

**THE AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFGE)**

**LOCAL 53**

<b>Article #</b>	<b>TABLE OF CONTENTS - ALPHA ORDER</b>	<b>Page</b>
	<b>INTRODUCTION</b>	<b>4</b>
<b>35</b>	<b>ALTERNATIVE DISPUTE RESOLUTION</b>	<b>61</b>
<b>20</b>	<b>ANNUAL LEAVE</b>	<b>37</b>
<b>36</b>	<b>ARBITRATION</b>	<b>62</b>
<b>32</b>	<b>BUSINESS BASED ACTIONS (BBA)</b>	<b>54</b>
<b>38</b>	<b>CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)</b>	<b>66</b>
<b>10</b>	<b>COMMITTEES</b>	<b>17</b>
<b>37</b>	<b>CONTRACTING OUT OF BARGAINING UNIT WORK</b>	<b>64</b>
<b>14</b>	<b>DETAILS/TEMPORARY PROMOTIONS</b>	<b>24</b>
<b>18</b>	<b>DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY</b>	<b>34</b>
<b>33</b>	<b>DISCIPLINARY ACTIONS</b>	<b>55</b>
<b>44</b>	<b>DURATION AND CHANGES</b>	<b>73</b>
<b>39</b>	<b>EMPLOYEE PARKING</b>	<b>68</b>
<b>27</b>	<b>EMPLOYEE PERSONNEL JACKET</b>	<b>46</b>
<b>11</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	<b>18</b>
<b>24</b>	<b>FAMILY MEDICAL LEAVE</b>	<b>43</b>
<b>41</b>	<b>GENERAL PROVISIONS</b>	<b>70</b>
<b>34</b>	<b>GRIEVANCE PROCEDURE</b>	<b>57</b>
<b>19</b>	<b>HOLIDAYS</b>	<b>35</b>
<b>26</b>	<b>JOB DESCRIPTIONS</b>	<b>45</b>
<b>25</b>	<b>LEAVE SHARING</b>	<b>44</b>
<b>22</b>	<b>LEAVE WITHOUT PAY (LWOP)</b>	<b>40</b>
<b>3</b>	<b>MATTERS SUBJECT TO DISCUSSION AND NEGOTIATIONS</b>	<b>7</b>
<b>8</b>	<b>OFFICIAL TIME</b>	<b>14</b>
<b>23</b>	<b>OTHER PAID LEAVES</b>	<b>41</b>
<b>16</b>	<b>OVERTIME</b>	<b>29</b>
<b>17</b>	<b>PAY PROVISIONS</b>	<b>31</b>
<b>13</b>	<b>PROMOTIONS AND PLACEMENTS</b>	<b>21</b>
<b>2</b>	<b>PROVISIONS OF LAW AND REGULATIONS</b>	<b>6</b>
<b>43</b>	<b>PUBLICIZING THE AGREEMENT</b>	<b>72</b>
<b>1</b>	<b>RECOGNITION AND UNIT DESIGNATION</b>	<b>5</b>
<b>4</b>	<b>RIGHTS OF THE ACTIVITY</b>	<b>8</b>
<b>5</b>	<b>RIGHTS OF THE EMPLOYEES</b>	<b>9</b>
<b>30</b>	<b>SAFETY, HEALTH, AND MEDICAL TREATMENT</b>	<b>50</b>
<b>21</b>	<b>SICK LEAVE</b>	<b>38</b>
<b>12</b>	<b>STANDARDS OF CONDUCT</b>	<b>20</b>
<b>29</b>	<b>TRAINING AND DEVELOPMENT</b>	<b>48</b>
<b>40</b>	<b>TRAVEL</b>	<b>69</b>
<b>42</b>	<b>UNFAIR LABOR PRACTICES (ULP)</b>	<b>71</b>
<b>31</b>	<b>UNIFORMS, TOOLS AND EQUIPMENT</b>	<b>53</b>
<b>9</b>	<b>UNION FACILITIES AND SERVICES</b>	<b>15</b>
<b>7</b>	<b>UNION RIGHTS</b>	<b>12</b>
<b>6</b>	<b>VOLUNTARY ALLOTMENT OF UNION DUES</b>	<b>11</b>
<b>28</b>	<b>WORK PERFORMANCE REVIEWS</b>	<b>47</b>
<b>15</b>	<b>WORK SCHEDULES/HOURS OF WORK</b>	<b>25</b>
	<b>APPENDIX A- HOLIDAY OBSERVANCE CHART</b>	<b>74</b>
	<b>APPENDIX B- OFFICIAL TIME REQUEST FORM</b>	<b>75</b>
	<b>SIGNATURE PAGE</b>	<b>76</b>

<b>Article #</b>	<b>TABLE OF CONTENTS - ARTICLE ORDER</b>	<b>Page</b>
	<b>INTRODUCTION</b>	<b>4</b>
<b>1</b>	<b>RECOGNITION AND UNIT DESIGNATION</b>	<b>5</b>
<b>2</b>	<b>PROVISIONS OF LAW AND REGULATIONS</b>	<b>6</b>
<b>3</b>	<b>MATTERS SUBJECT TO DISCUSSION AND NEGOTIATIONS</b>	<b>7</b>
<b>4</b>	<b>RIGHTS OF THE ACTIVITY</b>	<b>8</b>
<b>5</b>	<b>RIGHTS OF THE EMPLOYEES</b>	<b>9</b>
<b>6</b>	<b>VOLUNTARY ALLOTMENT OF UNION DUES</b>	<b>11</b>
<b>7</b>	<b>UNION RIGHTS</b>	<b>12</b>
<b>8</b>	<b>OFFICIAL TIME</b>	<b>14</b>
<b>9</b>	<b>UNION FACILITIES AND SERVICES</b>	<b>15</b>
<b>10</b>	<b>COMMITTEES</b>	<b>17</b>
<b>11</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	<b>18</b>
<b>12</b>	<b>STANDARDS OF CONDUCT</b>	<b>20</b>
<b>13</b>	<b>PROMOTIONS AND PLACEMENTS</b>	<b>21</b>
<b>14</b>	<b>DETAILS/TEMPORARY PROMOTIONS</b>	<b>24</b>
<b>15</b>	<b>WORK SCHEDULES/HOURS OF WORK</b>	<b>25</b>
<b>16</b>	<b>OVERTIME</b>	<b>29</b>
<b>17</b>	<b>PAY PROVISIONS</b>	<b>31</b>
<b>18</b>	<b>DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY</b>	<b>34</b>
<b>19</b>	<b>HOLIDAYS</b>	<b>35</b>
<b>20</b>	<b>ANNUAL LEAVE</b>	<b>37</b>
<b>21</b>	<b>SICK LEAVE</b>	<b>38</b>
<b>22</b>	<b>LEAVE WITHOUT PAY (LWOP)</b>	<b>40</b>
<b>23</b>	<b>OTHER PAID LEAVES</b>	<b>41</b>
<b>24</b>	<b>FAMILY MEDICAL LEAVE</b>	<b>43</b>
<b>25</b>	<b>LEAVE SHARING</b>	<b>44</b>
<b>26</b>	<b>JOB DESCRIPTIONS</b>	<b>45</b>
<b>27</b>	<b>EMPLOYEE PERSONNEL JACKET</b>	<b>46</b>
<b>28</b>	<b>WORK PERFORMANCE REVIEWS</b>	<b>47</b>
<b>29</b>	<b>TRAINING AND DEVELOPMENT</b>	<b>48</b>
<b>30</b>	<b>SAFETY, HEALTH, AND MEDICAL TREATMENT</b>	<b>50</b>
<b>31</b>	<b>UNIFORMS, TOOLS AND EQUIPMENT</b>	<b>53</b>
<b>32</b>	<b>BUSINESS BASED ACTIONS (BBA)</b>	<b>54</b>
<b>33</b>	<b>DISCIPLINARY ACTIONS</b>	<b>55</b>
<b>34</b>	<b>GRIEVANCE PROCEDURE</b>	<b>57</b>
<b>35</b>	<b>ALTERNATIVE DISPUTE RESOLUTION</b>	<b>61</b>
<b>36</b>	<b>ARBITRATION</b>	<b>62</b>
<b>37</b>	<b>CONTRACTING OUT OF BARGAINING UNIT WORK</b>	<b>64</b>
<b>38</b>	<b>CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)</b>	<b>66</b>
<b>39</b>	<b>EMPLOYEE PARKING</b>	<b>68</b>
<b>40</b>	<b>TRAVEL</b>	<b>69</b>
<b>41</b>	<b>GENERAL PROVISIONS</b>	<b>70</b>
<b>42</b>	<b>UNFAIR LABOR PRACTICES (ULP)</b>	<b>71</b>
<b>43</b>	<b>PUBLICIZING THE AGREEMENT</b>	<b>72</b>
<b>44</b>	<b>DURATION AND CHANGES</b>	<b>73</b>
	<b>APPENDIX A- HOLIDAY OBSERVANCE CHART</b>	<b>75</b>
	<b>APPENDIX B- OFFICIAL TIME REQUEST FORM</b>	<b>76</b>
	<b>SIGNATURE PAGE</b>	<b>77</b>

## INTRODUCTION

I. Pursuant to policy set forth in the Civil Service Reform Act of 1978 (P.L. 95-454), hereinafter referred to as the Statute, and subject to all applicable Executive Orders, laws and other statutes, the following ARTICLES constitute an agreement by and between the Navy Exchange Service Command, Tidewater District Vending Operations, Virginia Beach, Virginia, hereinafter referred to as the ACTIVITY, and American Federation of Government Employees, Local 53, hereinafter referred to as the UNION.

II. The Parties recognize that experience in both private and public employment indicates that the statutory protection of the rights of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business and facilitates and encourages the amicable settlement of disputes between Employees and the Activity involving conditions of employment; and the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government.

III. Therefore, the Parties recognize that labor organizations and collective bargaining in the Federal Service are in the public interest. The Parties further recognize the purpose of the Statute is to prescribe certain rights and obligations of the Employees of the Federal Government, and to establish procedures, which are designed to meet the special requirements and needs of the Government. Such provisions shall be interpreted in a manner consistent with the requirements of an effective and efficient Government.

IV. Whenever language in this agreement refers to specific duties or responsibilities of the Activity, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Activity retains the sole discretion to assign work and to determine who will perform the function discussed.

V. Reference to "Officials" shall mean Officials and/or Officers of both the Activity and the Union, unless otherwise specified.

In recognition of the respective rights and obligations of the Parties, the Union and the Activity agree as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

**Section 1.** The Activity recognizes that the Union is the exclusive Representative of all Employees in the Unit, (as defined in Section 2 below). The Union recognizes the responsibility of representing the interests of all such Employees 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 sections 2 and 3 below.

**Section 2.** The Unit to which this Agreement is applicable is composed of all Non-Appropriated fund Employees in the Navy Exchange Service Command, Tidewater Vending District Operations. Excluded are Supervisors, the Activity Officials, Professional Employees; Employees engaged in Federal personnel work in other than a purely clerical capacity; confidential Employees, Loss Prevention personnel, and temporary Employees of ninety (90) days or less with no expectation of continued employment.

**Section 3.** Definitions:

For the purpose of this Agreement, types of employment are defined as follows:

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

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

**Section 1.** The Activity and the Union agree that in the administration of all matters covered by this Agreement, Bargaining Unit Employees are governed by:

- a. existing or future laws;
- b. existing Government-Wide Laws, Rules and Regulations;
- c. existing rules or regulations from higher authority;
- d. subsequently published Government Wide Laws, Rules and Regulations or Activity 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 Government Wide Laws, Rules 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.

## 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, Rules and Regulations, or otherwise, affecting working conditions.

**Section 2.** The Activity 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 (Activity's Rights), the Union is entitled to meet with the Activity and/or file written/oral comments. The Union will notify the Activity within ten (10) calendar days if it intends to meet and/or provide input. Such meeting and/or input will occur within fourteen (14) 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 Activity 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.** Upon request by either Party, within ten (10) calendar day of the meeting, a summary of the meeting will be prepared by the Activity and furnished to the Union within ten (10) calendar days of the request. The summary will be approved by the Parties and a copy retained by each Party.

## ARTICLE 4

### RIGHTS OF THE ACTIVITY

**Section 1.** It is agreed and understood that the customary and usual rights, powers, functions, and authority of the Activity are vested in the Activity. Included in this responsibility, but not limited thereto, is the right to:

- a. to determine the mission, budget, organization, number of Employees and internal security practices of the Activity;
- b. in accordance with applicable laws-
  1. to hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade/band or pay, or to take other disciplinary action against such Employees;
  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 Activity's mission during emergencies.

**Section 2.** Nothing in this section shall preclude the Agency and the Union from negotiating;

- a. At the election of the Agency, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work.
- b. Procedures which the Activity Officials of the agency will observe in exercising any authority under this section or;
- c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such the Activity Officials.



## ARTICLE 5

### RIGHTS OF EMPLOYEES

**Section 1.** Each Employee 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 Employee 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 Employees.

**Section 2.** The Employee shall be given the opportunity to be represented by the Union at any examination of the Employee in the Unit by a Representative of the Activity in connection with an investigation if:

a. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

b. the Employee requests representation.

**Section 3.** The Activity shall annually inform the Employees 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 The Management Relations Statute shall not be construed to preclude an Employee from:

a. being represented by an attorney or other Representative, other than the exclusive Representative, of the Employee's own choosing in any grievance or appeal action; or

b. exercising grievance or appellate rights established by Government Wide Laws, Rules and Regulation; except in the case of grievance or appeal procedures negotiated under this Collective Bargaining Agreement.

**Section 5.** To ensure the Employee's dignity and respect regarding matters concerning on the job work performance or proposed disciplinary actions, the Activity will conduct any discussion with individuals in a private area. This excludes formal discussions. When counseling an Employee, Supervisors are to give consideration to conducting such discussions at a time that allows reasonable opportunity for an Employee to absorb the counseling, prior to returning to their 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 to

contribute, has no place in the Navy Exchange. In addition, the Employee has the privilege of disclosing or keeping the contribution confidential.

**Section 7.** Employees 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 the Activity Official of higher rank than the Employee's immediate Supervisor; Civilian Employee Assistance Program Office; Health and Safety Office.

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

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

**Section 10.** The Activity agrees not to use a Bargaining Unit Employee as a witness in an investigatory interview when taking an oral or written statement from another Bargaining Unit Employee.

**Section 11.** Closed Circuit Television (CCTV). A notice will be posted in work areas where overt surveillance is in use. Where overt closed circuit television is in use, the Local will be notified prior to the installation and will be provided the opportunity to bargain consistent with Government Wide Laws, Rules and Regulations. Upon request, the Union will be provided relevant parts of the CCTV tape relied upon, as evidence, to support the proposed disciplinary/adverse action.

## ARTICLE 6

### VOLUNTARY ALLOTMENT OF UNION DUES

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

**Section 2.** The Union is responsible for procuring SF 1187 forms, distributing the forms 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 form.

**Section 3.** An allotment shall be terminated when the Employee leaves the Unit as a result of resignation, retirement, or other separation from the rolls of the Activity; or other personnel action; when dues withholding agreement between the Activity and the labor organization is suspended or terminated, or when the Employee has been suspended or expelled from the labor organization, or upon request of the Employee. Employees 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.** Employees may revoke their SF 1187, Request for Payroll Deductions for Labor Organization Dues, by completing a SF 1188 form 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 form is received by the HRO, the Union will be forwarded a copy of the SF 1188 form.

**Section 7.** If the amount of regular dues is changed by the Union, the Activity 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 (HRO), unless a later date is specified by the Union. Only one such change may be made in any period of twelve (12) consecutive months.

## ARTICLE 7

### UNION RIGHTS

**Section 1.** In accordance with applicable Government Wide Laws, Rules and Regulations and this Agreement, the Union President or their 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 (1) or more Representatives of the Agency and one (1) or more Employees in the Unit or their Representative concerning any grievance or any personnel policy or practices or other general condition of employment.

**Section 3.** The Activity agrees to recognize not more than one (1) steward duly authorized by the Union. However, the Union can re-negotiate the number of stewards should the need arise. The steward shall be an Employee in the Unit. The Union shall equitably distribute the appointment of stewards in work areas so as to provide reasonable access by Unit Employees to a steward. Stewards may receive, but shall not solicit complaints and grievances of Employees on Navy Exchange time and property.

**Section 4.** The Activity 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 Activity will make arrangements for admission of Union Representatives, who are not Employees in the Unit, for the purpose of meeting with officials of the Activity during working hours. The Union will notify the Vending District 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 Employees who are not employed by the Navy Exchange System and who have business to conduct with the Activity and/or a bargaining Unit Employee(s) will be allowed to conduct such business and visit the Activity as required. Visitation will be arranged through the Vending District Manager, or designated Official. Such Representatives shall not interfere with the work of the Employees 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 Employees 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 The Activity. 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. If permission is denied, the Union Representative will be informed promptly in writing, of the reason for denial, when and what time they can expect to be permitted to leave as requested. The Supervisors are to be notified when the Union Representative, and the Employees 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. A sample of the Time Out Slip shall be included in the appendix of this agreement.

**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 Employee, the Activity agrees that prior to taking a written or sworn statement; the Employee will be notified of the specific allegations being investigated. The Employee may request Union representation. Upon request, a reasonable extension of time will be granted when the Representative cannot be present.

**Section 9.** Employees in the Bargaining 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 Activity agrees to authorize Annual Leave or Leave Without Pay as appropriate, for such Employees provided at least two (2) weeks advance notice is given in writing and the Employee'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 Activity and the Union.

**Section 11.** Stewards will normally handle matters within their cognizance below the District Manager level. Appropriate Union Representatives will handle contacts with Officials and/or their designee at or above the District Manager level. The Union President has the right to appoint a Chief Steward, an Employee of the Activity, for a Management point of contact.

**Section 12.** When the Activity agrees to grant an Administrative Leave aggregate of forty (40) hours excused absence per year to each Union Representative employed within the Unit, such request must include particulars on the curricula and subject matter to be received by the Activity not later than fourteen (14) calendar days prior to the earliest date involved in the training scheduled. The Union agrees that requests for Administrative Leave under this Section will be held to a minimum.

## ARTICLE 8

### OFFICIAL TIME

**Section 1.** Any Employee 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 Employee would be otherwise be in a duty status. The number of Employees for whom Official Time is authorized under this section shall be equal to the number of Employees designated as representing the Activity.

**Section 2.** The Activity 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.

**Section 3.** Any activities performed by any Employee 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 Employee is in a non-duty status or in a leave status.

**Section 4.** Employees seeking Union representation or advice in connection with matters covered by this Agreement shall be granted Official Time that the Union and the Activity 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 Activity will provide a meeting space in areas occupied by the Activity when available for meetings during non-duty hours. Employees 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 Activity will provide confidential meeting space during Official hours of business in areas occupied by the Activity for:

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

**Section 3.** Upon request, the Activity agrees to furnish to the Union (within fifteen (15) calendar days), for its internal use only, a list which will contain the names, grades, position title, department, and business addresses of all Employees in the Bargaining Unit.

**Section 4.** As part of the orientation process, the Union will be provided fifteen (15) minutes during the Orientation to cover Labor Relations Regulations, the provisions of this Agreement and other agreements between the Activity and the Union. Solicitation of Employees, and speaking negatively of the Activity, will not occur.

The Activity 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 Employees 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 Activity will furnish the Union two (2) copies of the Activity's written directives on civilian personnel administration policies applicable to the Employees of the Unit, including those at department and division level and will also provide any subsequent changes, updates, or new instructions.

**Section 6.** The Activity agrees to provide adequate space on Employee bulletin boards located in buildings where Unit members are employed for posting of Union notices and similar informational notices of concern to the Employees. The Union will be responsible for posting, removing, and maintaining its assigned bulletin board space in an

orderly condition. Posting to bulletin boards located for patron use will not be used for Activity 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 Activity.

**Section 7.** Union literature will only be posted on bulletin boards designated pursuant to Section 6 of this article. Literature so posted must not violate any Government Wide Laws, Rules or Regulations or the security of the Activity, or contain slanderous or libelous material. Any costs of posting shall be borne by the Union.

**Section 8.** The Activity will provide the Union, at each of the activities covered by this Collective Bargaining Agreement, a mail slot, the use of copiers, faxes, telephones, computers, email (if an Employee has an account) and other office equipment for stewards representational purposes only and not for internal Union business. Use of the Activity guard-mail system is authorized for representational material such as grievance and grievance related material.

**Section 9.** Telephone number of key Union personnel will be published in the Navy Exchange Activity telephone directory.

**Section 10.** When the Union determines and requests in writing that a bulletin board is needed at a Location/Activity that employs more than fifty (50) Employees, the Activity agrees to provide a bulletin board covered by this Collective Bargaining Agreement, for the sole use of the Union.

Locations of the bulletin board are to be mutually agreeable to the Activity and the Union.

The Union bulletin boards will be no less than 36 inches by 24 inches. 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 Activity.



## ARTICLE 10

### COMMITTEES

**Section 1.** The Union is the sole exclusive Bargaining Agent for the Employees of the Unit.

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

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

- a. The Committee shall be composed of at least one Representative of the Activity and at least one (1) 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 Employees; conduct inspections of Activity facilities and recommend Employees for safety awards.
- d. A copy of Safety Committee minutes will be provided to the Union.

**Section 4.** The Activity and the Union agree to work together per Government Wide Laws, Rules and Regulations, and Executive Orders.

## ARTICLE 11

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Activity 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 Employee alleging discrimination may be accompanied by a Representative of choice at any step of the EEO complaint process.

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

**Section 4.** It is agreed that the Activity Officials and the Union Officials will meet periodically to exchange information and to discuss matters of general concern which affect Employees covered by this agreement within the overall EEO program. Such meetings will not be held to discuss discrimination complaints filed by an Employee or group of Employees.

**Section 5.** Employees will be kept informed of the Activity EEO programs and how to use them. The Activity 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. In any case where a discrimination action or practice is found, corrective action will be taken to insure that such practice is remedied and not repeated. Coercion or reprisal against a complainant is prohibited and any such action will not be tolerated. Such Employees are assured of the Activity's confidentiality, though not anonymity, throughout the EEO process.

**Section 6.** An Employee shall be deemed to have exercised their option to raise a matter under either a statutory procedure (EEO) or the Negotiated Grievance Procedure at such time as the Employee 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 Employee 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 Employee must initiate contact with an EEO counselor within forty-five (45) calendar days of the matter, which caused the Employee to believe they were 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 forty-five (45) calendar days of the effective date of the action.

**Section 7.** At all stages throughout the complaint process the Employee and their 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 Government Wide Laws, Rules, and Regulations.

**Section 8.** Sexual harassment violates acceptable Standards of Conduct required of all Employees and no instance of sexual harassment will be tolerated.

**Section 9.** The Activity and the Union encourage Employees to use the Alternative Dispute Resolution (ADR) process in order to resolve a discrimination complaint.

## ARTICLE 12

### STANDARDS OF CONDUCT

**Section 1.** In accordance with Government Wide Laws, Rules and Regulations all Navy Exchange Employees are subject to and are expected to abide by the Department of Defense (DoD) Regulations and/or Directives pertaining to Standard of Conduct and/or Ethical Conduct.

**Section 2.** The Activity will train and educate Employees on Government Wide Laws, Rules and Regulations, DoD Directives pertaining to Standards of Conduct and/or Ethical Conduct during new hire orientation and departmental training meetings at least annually.

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

## ARTICLE 13

### PROMOTIONS AND PLACEMENTS

**Section 1.** The Activity 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, length of service 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 Employee with the most experience obtained with the Navy Exchange system.

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

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

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

**Section 5.** The Activity agrees to route Promotional Opportunity Announcements (POA's) for vacancies of all regular positions for posting on all Official Bulletin Boards. The announcements will be posted for a minimum of seven (7) calendar days and a copy forwarded to the Union Office within three (3) calendar days. The POA will contain as a minimum: position title, the Activity and department/section in which the vacancy exists, the number of vacancies to be filled, and a brief description of the duties of the position, location, general information, and any special qualifications (if applicable).

**Section 6.** Interested Employees will submit an application for promotional opportunity for posted vacancies. The form must be received by the Activity no later than the closing date of the POA. Employees 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 Activity specifying the position for which consideration is desired. The Activity will automatically include the absent Employee 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 Employee's application for promotional opportunity for Navy Exchange Employees or a Personnel Information Questionnaire (PIQ) from external applicants (not employed within the Navy Exchange System), the Activity 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 Activity 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 Article 34, Grievance Procedure, and can only be granted on procedural error. The selecting Official will serve as the Employee'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 Employee's accumulation of Annual and 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 Employee advancement, the Activity will give first consideration to existing qualified Navy Exchange Employees who have indicated an interest in the position by completing the application process. However, this does not preclude the Activity from considering and hiring applicants from outside the Navy Exchange. The Activity will utilize the skills, talent, and experience of Employees in order to achieve high morale, reduce Employee turnover, and maintain a stable and well qualified work force.

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

**Section 16.** The Activity agrees that any documents in the Employee's file used in the evaluation for promotion or assignment will be made available to the Employee upon request. In reviewing such information, the Employee may be accompanied by a Union Representative.

**Section 17.** Selection decisions for posted positions will be posted within fifteen (15) calendar days of the selection decision.

**Section 18.** The Activity agrees that an Employee, 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 19.** The Activity agrees that failure to comply with the provisions of Section 14 of this Article may be brought to the attention of the Activity by the Employee prior to the selection being made. In all instances so reported and found to be valid, the name of the Employee 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 Employee will return to their original position at the end of the detail. The Activity will document the detail in the Employee'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 (31) calendar days. Temporary promotions exceeding 120 calendar days shall be posted.

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

**Section 4.** Details will be in accordance with Government Wide Laws, Rules and Regulations and/or Navy Exchange Regulations. Qualified volunteers will first be sought from all eligible Employees 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.** Employees detailed to perform the duties of an established position of higher grade/band within the Unit, in excess of thirty-one (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.** Employees are responsible for working assigned schedules. The Activity is responsible for paying Employees 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 Employee'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 Employee 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 Non-Appropriated Funds (NAF) Employees will not exceed forty (40) hours exclusive of meal times. Whenever possible two consecutive days off may be provided in each administrative workweek.

a. It is agreed and understood that, except as hereinafter provided, the basic workweek will normally consist of five (5) consecutive eight hour days, Monday through Friday inclusive. The regular hours of work for Employees within the Unit shall not exceed eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off per week. This does not restrict the implementation of alternative work schedules (as an example Tuesday through Saturday and/or Wednesday through Sunday), which will include two (2) consecutive days off per work week.

b. The Activity agrees to assign Employees within the Unit to the basic workweek to the maximum extent possible permitted by workload commitments, facilities, and space. The Activity will first solicit qualified volunteers to the greatest extent practicable in selecting Employees for assignment to basic workweeks other than Monday through Friday. In the absence of volunteers, selections will be made in reverse seniority order.

c. The Activity is normally open for business Monday through Friday, 0600 - 1700. It is agreed that the normal workweek for Employees in the Unit will not be changed unless determined to be in the best interest of the Activity.

d. The Activity will consider senior qualified volunteers to the greatest extent practicable in selecting Employees for assignment to basic workweek other than prime shift, Monday through Friday. Employees will be assigned to a shift based on those requirements necessary to carry out the mission of the Activity.

e. If the Activity proposes to make any changes to a regularly scheduled administrative workweek the Union will be properly notified, in writing, within fourteen (14) calendar days, and given the opportunity to bargain over such proposed changes per Government Wide Laws, Rules, and Regulations. However, during emergency situations the Employee(s) and Union will be notified as soon as possible.

f. It is agreed that Employees reporting to work as scheduled shall not be required to take Annual Leave for any part of the scheduled shift without first being notified prior to the end of their previous shift. In the event such notification is not made on a scheduled workday, such notification shall be provided at least twenty-four (24) hours in advance.

**Section 3.** Throughout this Negotiated Agreement, the Employee's regular Service Date is used for seniority. Seniority among Employees 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** - Employees 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. Employee requests for work schedule changes will be submitted as soon as possible but prior to the posting of the final schedule. The Supervisor will personally notify Employees as soon as possible of a change in their schedule. Regular category Employees 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. Employees with special needs (such as but not limited to medical, family, educational, etc.) will request, in writing with supporting documentation, to the Activity to have their work schedule modified.

b. When the Activity determines that the Activity would be seriously handicapped in carrying out its function or that cost would be substantially increased, notification of less than seven (7) calendar days will be permitted.

c. Employee'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 Employee. Normally breaks will be taken at or near the midpoint between the start of the Employee's workday and the Employee's meal period, and if applicable the midpoint between the Employee'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. Employees working more than six (6) hours will be authorized two (2), fifteen (15) minute paid breaks plus an additional thirty (30) minute unpaid meal period.

b. Employees working six (6) hours or less, will be authorized one (1) fifteen (15) minute paid break. Any Employee may request, in writing, to be scheduled a thirty

(30) minute unpaid meal period. Disapproval of this request must be provided by the Activity, in writing.

**Section 6.** Reasonable time will be allowed at the beginning of the tour of duty, before meals and breaks, and at the end of their shift to prepare or secure government property and equipment used to perform an Employee's duty.

**Section 7.** Split shifts are discouraged by both Parties.

**Section 8. Light Duty** - The Activity, will consider, consistent with workload and skill requirements and with proper Medical Documentation per Government Wide Laws, Rules, and Regulations, the temporary assignment of Employees who are temporarily incapacitated for the normal duties of their assigned position. The Activity will attempt to reasonably accommodate Employees who are permanently incapacitated in accordance with applicable Government Wide Law, Rules, and Regulation.

a. Employees 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 Activity's determination of the availability of a compatible work assignment.

b. Employees 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 9.** If a regular Employee reports for their regularly scheduled shift, but is prevented from performing the regularly assigned duties by circumstances beyond their control, the Activity shall make an effort to keep such Employee gainfully employed.

**Section 10.** It is understood by the Parties that the Activity may suspend all or part of organizational operations due to severe weather conditions, facilities repair, power outages, or other Administrative Leave. Employees reporting to work will be paid for two (2) hours, if the Activity is unable to contact them prior to reporting for duty.

**Section 11.** The Activity, when reducing the scheduled hours of work for regular employment category Employees, will first seek volunteers. The Activity may then give consideration to reductions of scheduled hours for flexible Employees, and then to part-time Employees, before reducing the hours of full time Employees.

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

b. Regular Employees within the Activity 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 12.** There is no requirement on the Activity to notify the Union of changes in hours of work as long as the Employee works the same total number of hours in a pay period. The Union will be notified when shift changes are effected which impacts differential pay for Employees.

**Section 13.** The Activity agrees to develop an adverse weather instruction that will be mutually agreed upon by both Parties.

**Section 14. Essential and Non Essential Employees.** The Activity and the Union agree in accordance with Government Wide Laws, Rules and Regulations the Activity will determine and/or designate which Employees within the Activity are to be considered essential/non-essential.

**Section 15. The Definition of Official Use of a Government Motor Vehicle:**

In accordance with General Services Administration (GSA), Subpart D, Official Use of Government Motor Vehicles (102-34.200);

Official use of a Government Motor Vehicle is using a Government motor vehicle to perform your agency's mission(s), as authorized by your agency.

Normally Employees will be expected to take their lunch period four (4) hours after the start of their regular scheduled shift. However, because of the nature of the Employees work assignments, it shall be understood that Employees may have an irregular and unpredictable lunch period on a daily bases and that Employees will be allowed to take their lunch period at a time that will be advantageous to both the Activity and Employee.

a. When necessary, if an Employee's lunch period occurs when they are at a particular base and/or job site/location, the Employee will be expected to consume and if necessary obtain their lunch from within that particular base compound and/or job site/location.

b. The Activity agrees to provide Instructions and/or Directive per Government Wide Laws, Rule and Regulations on the authorized and unauthorized use of Government Operated Vehicles (GOV). Such Instruction and/or Directive will be officially posted and the Union will also be sent an official copy.

## ARTICLE 16

### OVERTIME

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

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

b. **Craft and Trade (CT) Employees** - 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 Employees when in a paid status in excess of forty (40) hours in a workweek or 8 hours in a day.

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

a. **Voluntary** - The Activity agrees that overtime assignments will be distributed equitably and will normally be made from volunteers. The assignment of overtime to Employees who are equally qualified to perform the work and having worked the same number of hours of overtime, will be made based on length of service.

b. **Mandatory** - In the absence of volunteers, mandatory overtime assignments will be distributed equitably starting from the Employee with the least Department of Defense (DoD) NAF seniority, and if qualified to perform the work. It is understood that where special skills are required, Employees possessing such skills, will be assigned to the overtime work involved. The Activity will attempt to accomplish its mission as quickly and safely as possible to minimize the use of excess mandatory overtime.

**Section 3.** If an overtime period is to exceed two hours, Employees will be provided an opportunity to take a ten (10) 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 4.** Any complaint on the assignment of overtime will be processed in accordance with Article 34, Negotiated Grievance Procedure.

**Section 5.** The Activity will keep records on overtime usage. A copy will be provided to the Union upon request.

#### **Section 6.**

a. **Planned overtime work procedures.** The Agency agrees to provide the Employee with three (3) workdays advance notice in the assignment of planned overtime. When scheduling Employees for overtime work, the Activity will first ask for volunteers, and will select the number of needed Employees by seniority on a rotating basis. If an

Employee is to be scheduled involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The Activity will determine whether an Employee is qualified to perform the work.

**b. Unplanned/Emergency overtime work procedures.** In the case of unplanned/emergency overtime, notice will be provided as far in advance as possible. The Activity will first ask for volunteers who are on duty, and will select the number of needed Employees by seniority on a rotating basis. If an Employee is to work overtime involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The Activity will determine whether an Employee 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 Activity 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 Employees 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 Employees 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 Employees who have been employed with the Activity for a minimum of ninety (90) calendar days and who have received at least a satisfactory work performance review.

c. Pay banding Employees 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, Employees with a minimum of one year of continuous service who receive an annual review rating of ‘exceeds expectations’ will receive no less than a one per cent (1%) merit increase and Employees 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 Employee’s rate of pay above the maximum for the pay band, a merit increase an Employee would otherwise receive will be paid as a bonus.

f. Merit increases and bonuses that the Activity 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 Vending District Manager and the District Vice President, of the Activity, has the authority to establish, classify and approve pay band positions. Office of Personnel, 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 Activity.

i. There are no set rates of pay within a pay band. It is not unusual for Employees 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 Employee's achievements, work ethics, values, indicates performance quality, production, etc.

j. The Activity 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. Employees may grieve work performance reviews in accordance with Article 34, Negotiated Grievance Procedure.

**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. Employees who have been employed with the Activity for a minimum of ninety (90) 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 Employees in accordance with Public Law 92-392.

a. Time in Grade Adjustments are provided to Employees in accordance with Public Law 92-392. Employees 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 Employees 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. Employees may grieve work performance reviews in accordance with Article 34, Negotiated Grievance Procedure.

**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. Employees who have been employed with the Activity for a minimum of ninety (90) 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 Employee will be notified by their Supervisor, and shall be given the reason for withholding the increase, in writing, a minimum of sixty (60) calendar days prior to the date of the step increase is due.



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

Step 1: Date of hire.

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 Activity will maintain a current pay chart on all Official Bulletin Boards. To assist Employees to access the Internet to view their pay entitlements the web site will be posted on the bulletin boards.

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

**Section 8.** Employees 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 Employee, to include training on how to use the computer.

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

## ARTICLE 18

### DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY

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

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 (10) 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, Employee's 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, Holiday Pay.

#### **Section 2. Pay Band Employees**

a. **Shift Differential/Sunday Pay/Holiday Pay** The premium payments will be paid as stated in Section 1 of this Article, 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.

**Section 3. Call Back** Employees 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 Employees 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 or the next scheduled work day after the holiday.

a. **Regular Full Time** Regular full time Employees will be granted holiday pay.

b. **Regular Part Time** Regular part time Employees who work a minimum of five (5) days a week will be granted holiday pay. Regular part time Employees who work less than five (5) days per week will be granted holiday pay only if the holiday falls on a day that the Employee is scheduled to work.

c. **Flexible** Flexible Employees who have been employed for at least ninety (90) calendar days, or are expected to have a tour of duty that exceeds ninety (90) calendar days, are eligible for holiday pay. Flexible Employees who work less than five (5) days per week will be granted holiday pay only if the holiday falls on a day that the Employee is scheduled to work. Flexible Employees who work a minimum of five (5) days a week will be granted holiday pay.

**Section 3. Holiday Pay** Employees eligible for holiday pay, as defined in Section 2, of this article, will receive holiday pay for the hours scheduled to work on the holiday, not to exceed eight (8) hours. Also, Employees 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 Employee's regular day off. If the holiday falls on an Employee's day off, refer to the Holiday Observance Chart in Appendix. The Chart is applied to regular Employees and flexible Employees who are scheduled to work at least five (5) days per week. Employees 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 Employee may elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious belief requires that the Employee abstain from working during certain periods of the workday or workweek. When an Employee requests to work compensatory overtime for religious observance, Supervisors will provide opportunities for Employees 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 Employee's election to work compensatory overtime or to take compensatory time off to meet their 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 Activity will be open for business on Federal Holidays.

By the end of every January, a general announcement to have Employees work on holidays will be posted on the Official Bulletin Boards.

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

When an Employee 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 Employee and not a privilege. Consistent with the needs of the Activity, Annual Leave which is requested, at least two (2) weeks in advance will be approved. Requests for Annual Leave will promptly be approved or disapproved by the Employee's Supervisor. If disapproved, the Supervisor will inform the Employee of the reason(s) why. The Activity may cancel such leave for increased work load reasons. Annual Leave will be earned and accrued in accordance with Government Wide Laws, Rules and Regulations.

**Section 2.** An Employee will normally be granted a reasonable amount of Annual Leave or Leave Without Pay (LWOP) in the event of a death in the immediate family. The Activity will not normally request or require any documentation to support the Employee'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 Employees. Regular Employees separated and who have been employed longer than ninety (90) calendar days shall have their Annual Leave paid out less any valid indebtedness to the Activity. Flexible Employees who have leave balances and have met the ninety (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 Employees to use their Annual Leave to avoid being in a "use or lose" Annual Leave situation. Employees 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.

**Section 6. Previously approved leave that must be cancelled by the Activity** The Activity will reimburse prepaid travel related expenses the Employee has incurred in association with that leave. All proper documentation will be provided when requested by the Activity.

## 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 Employee from reporting to work, the Employee and/or their designee are encouraged to notify the Activity as soon as possible, but no later than one (1) hour after the start of the Employee's shift. The Parties agree that under emergency circumstances the above may not apply. The Employee 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 Employee or their designee should again advise their Supervisor, alternate Supervisor, or District Manager by phone. The Activity will notify the Employees 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 Employees for all Sick Leave absences. However, except as hereinafter provided, Employees shall not be required to furnish medical certification to substantiate requests for Sick Leave unless such leave exceeds three (3) consecutive workdays.

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

a. 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 Employee has abused Sick Leave privileges within the previous six (6) month period.

b. The Employee 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, Employees will be counseled in an attempt to bring about more responsible use of Sick Leave. The Employee may be issued a letter requiring the Employee to submit a medical certificate for each subsequent absence due to claimed illness. This requirement will be reviewed with the Employee six (6) months from the date it is issued. If the Employee 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 Employee demonstrates responsible use of Sick Leave.

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

**Section 8.** Regular non-probationary Employees 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. Employees 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, Employees 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 Activity will treat as confidential any medical information given by an Employee in support of Sick Leave or request of Sick Leave. The Activity 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 Employee is incapacitated for work. Sick Leave may not be utilized for family members unless a member of an Employee's immediate family is afflicted with a contagious disease which requires an Employee'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 Employee 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 Employee 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 Employee and approved in advance by the Activity.

**Section 2.** The following regular Employees 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. 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 Employees, except when they are receiving workers compensation benefits, Leave Without Pay may be granted in lieu of Annual or Sick Leave.

**Section 4.** The Activity may grant Leave Without Pay for one (1) month for each year of service up to a maximum of six (6) months when the Employee's Annual and Sick Leave have been exhausted and there is reasonable medical assurance the Employee can and will return to work with the Activity at the end of the leave period. However, at no time will the minimum length of such absence be less than what an Employee 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 Leave and/or Leave Without Pay, Employees 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** Other paid leave includes Administrative Leave, Court Leave, and Military Leave. These are excused absences without loss of pay and without charge to an Employee's accrued leave.

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

- a. regular Employees voting in Government elections if the Employee is unable to do so before or after working hours;
- b. for brief periods of absence or tardiness due to circumstances beyond the Employee's control;
- c. regular Employees donating blood (for which the Employee 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 Activity; 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** Employees are to provide the Activity with a copy of the jury summons prior to reporting to jury duty. Regular Employees are entitled to their regular pay, court provided transportation fees, or all court fees instead of regular pay. Those Employees who elect their regular pay must submit all court fees excluding transportation fees to the Activity. If an Employee is excused from court service with sufficient time to enable that Employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the Employee shall return to duty unless granted appropriate leave by the Activity. Upon completion of jury duty, the Employee must submit a properly certified record of their attendance from a court Official which will be used to verify the accurate payment of court leave.

Upon advance submission of a court order, subpoena, summons, or any other judicial notification, regularly scheduled Employees 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 court. This provision does not apply to an Employee appearing as a witness in a judicial proceeding which involves only private Parties.

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

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 Employees, who are called to active duty or active duty for training. The Employee must present a copy of their orders when requesting such leave. Employees should request accommodation to attend weekend drill as far in advance as possible.

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

a. The Activity agrees that when there is any Base, facility, or duty station closure because of hazardous/inclement weather or any other emergency condition, or it becomes necessary for the Activity to grant Administrative Leave, reasonable efforts will be made to inform all affected Employees by telephone, radio, and/or television.

1. When it becomes necessary for a particular base to close because of emergency and/or inclement weather conditions the Activity agrees that employees will follow that particular base CO/XO Instructions/Directive, as well as the Activities Instructions/Directives (that the Union and Activity has negotiated) concerning a base closure.

b. If an emergency condition exists which prevents an Employee from getting to work, but the duty station is not closed, the Activity 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 Employee from getting to work on time, the Employees tardiness may be excused by the Supervisor.

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

**Section 6. Leave for Emergency Rescue or Protective Work** Employees who can be spared without interference to essential Activity operations and obligations may be excused to participate in emergency operative work such as fire, flood, or search operations. In accordance with Government Wide Laws, Rules and Regulations, Employees may apply for Annual Leave or Leave Without Pay. Employees 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 5 USC 6323.

## ARTICLE 24

### FAMILY MEDICAL LEAVE

**Section 1.** Eligible Employees who have completed at least twelve (12) months of service and have worked 1250 hours during that year, may be granted up to twelve (12) weeks of Family Medical Leave (unpaid leave) during a twelve (12) month period for one or more of the following reasons:

- a. birth and care of a newborn.
- b. placement of a child with Employees 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 Employee's that makes the Employee unable to perform the essential functions of their position.

**Section 2.** Sick and/or Annual Leave can be used by eligible Employees under the same conditions that such leave is normally provided. Otherwise, the Employees will be placed in an authorized Leave without Pay status.

**Section 3.** Employees will apply for Family Medical Leave at least thirty (30) calendar days before the date leave is to commence, when the leave is foreseeable. In emergency situations, notice from the Employee's spouse, family member, or other responsible Party would suffice until the Employee is able to contact the Supervisor/Activity 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 Employees 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 Government Wide Laws, Rules and Regulations.

## ARTICLE 25

### LEAVE SHARING

**Section 1. Purpose and Eligibility** - To provide an avenue for regular Employees 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 Employees.

**Section 2.** Employees may apply for leave donations that may be used immediately upon exhaustion of Annual Leave, 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 Activity agrees to furnish each Employee with a current job description. If the job description is revised, the Employee will be provided a copy.

**Section 2.** The Activity retains the right to change an Employee'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 Employee 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 the Activity's right of assignment. Position descriptions for each Employee will be maintained in accordance with Government Wide Laws, Rules, and Regulations. The position description contains the Employee'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 (OPM) and Department of Defense (DoD) Instructions and/or Directives.

**Section 4. Classification Complaints for Craft and Trade Employees** If an Employee believes that a job description is not accurate, the Employee may discuss this with the Supervisor. Further, if an Employee feels that their description is not proper in grade, title or series, the Employee 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 Employees** Employees 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

### EMPLOYEE'S PERSONNEL JACKET

**Section 1.** A Personnel Jacket will be maintained for each Employee, to include required and essential information.

**Section 2.** Employees may inspect their own Personnel Jackets on Official Time, upon request to the Human Resources Office. When authorized in writing by the Employee, a Union Representative may also review the contents of an Employee's Personnel Jacket, unless otherwise prohibited by Government Wide Laws, Rules and Regulations.

**Section 3.** Employees or their Representatives, when designated in writing, may request copies of documents contained in their Personnel Jacket unless prohibited by Government Wide Laws, Rules and Regulations. Any expenses incurred in the supplying of this information will be in accordance with applicable Government Wide Laws, Rules and Regulations.

**Section 4.** The Supervisor will advise the Employee when a documented corrective counseling interview is included in Supervisory notes. The Supervisor will request the Employee initial the entry, and the Employee 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

### WORK PERFORMANCE REVIEWS

**Section 1.** In accordance with Government Wide Laws, Rules and Regulations, the work performance of all regular non-probationary Employees will be formally reviewed at least once a year. The Activity agrees that Employees will be provided periodic performance reviews. A minimum of one (1) performance review at mid-year is required. Documentation will be maintained by the Supervisor. Copies of documentation will be provided to the Union and Employee upon request.

**Section 2.** After completion of the rating period, a performance rating will be completed, reviewed and issued to the Employee within thirty (30) calendar days. The Supervisor will explain the rewards for higher than average performance and the consequences for less than average performance. The Employee'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 Employee and that the Employee has received a copy.

**Section 3.** At any time, if a Supervisor determines an Employee is not performing at an acceptable level, the Supervisor will provide counseling for the purpose of improving the Employee'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 Employee in bringing performance up to an acceptable (average) level. This letter will specifically identify those areas where performance is not acceptable and what the Employee needs to do in order to bring performance up to an acceptable (average) level. Further, the Employee 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 (30) calendar days. At the end of the trial period, the Employee 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 Employee after the completion of the trial period.

**Section 4.** Officers and/or 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 in accordance with Government Wide Laws, Rules and Regulations and case law of the Federal Labor Relations Authority.

## ARTICLE 29

### TRAINING AND DEVELOPMENT

**Section 1.** The Activity and the Union agree that Training and Development of Employees within the Unit is a matter of primary importance to the Parties. Employees, the Activity, and the Union shall seek to maximize Training and Development. The Activity shall make every reasonable effort to develop and maintain effective policies and programs designed to:

- (a) Aid Employees in improving their performance in their current positions, and
- (b) Provide career mobility and advancement opportunity within the Activity.
- (c) Training will be provided when new technology is adopted.

**Section 2.** The Activity and the Union recognize each Employee is responsible for applying reasonable effort, time, and initiative in increasing their potential value through self development and training. The Parties agree to encourage Employees 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. Employees should be encouraged to develop a personal plan for career self development and should seek counseling and advice from the responsible Representative of the Activity.

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

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

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

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

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



**Section 6.** The Parties recognize the Activity's right to assign duties in accordance with Government Wide Laws, Rules and Regulations and Part 7106 of the Civil Service Reform Act (CSRA) and that the types of duties assigned to Employees may contribute to Employee development. Therefore, Supervisors will make assignments based on the Activity's needs, but will make reasonable efforts to be fair and equitable in this regard.

**Section 7.** Indoctrination training will be given by the Activity to new Employees on policies and regulations and performance of their duties as well as imparting information mutually helpful to the Employees and the Activity.

**Section 8.** It is the policy of the Activity 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.

## ARTICLE 30

### SAFETY, HEALTH, AND MEDICAL TREATMENT

**Section 1.** The Activity shall make every reasonable effort to provide and maintain safe working conditions for Employees. It is agreed between the Parties hereto that safety is a collective effort and the responsibility of both the Activity and the Employees. The Union will encourage all Employees to observe all safety rules, requirements, and regulations in the performance of assigned duties, to 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 Employee is entitled to qualified, local medical treatment of their own choosing. The Employee will be;

- a. informed on how to properly report on the job injuries, and
- b. their rights to file a claim for benefits under Workers' Compensation Laws.

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

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

**Section 5.** Injury reports will be prepared by the Activity and submitted promptly to the insurance company. The Activity will also give assistance to the Employee in preparation and submission of claims for compensation to alleviate financial hardship.

**Section 6.** Required safety equipment will be furnished to Employees in accordance with established Navy Exchange Service Command Instructions. The Activity will furnish proper protective equipment for Employees engaged in work that requires such equipment or clothing in accordance with Government Wide Laws, Rules and Regulations. Repair and replacement of such issued clothing or equipment will be provided by the Activity as needed. The Employees will be trained on the proper use and care of all safety equipment.

**Section 7.** In the course of performing their regularly assigned work, Employees 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 Employee 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 Employees may submit the issue to the Loss Prevention/Safety Manager or the designated Representative.

**Section 8. Section 8.** Employees 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 Employee 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.

The Employee's apprehension of death or injury must be of such a nature that reasonable persons under the circumstance confronting the Employee(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 Activity will assure that Supervisors include monthly safety training in the Activity's training schedule. Safety instructions will be given to each new or reassigned Employee as part of their indoctrination in their 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.** Employees unable to perform their assigned tasks due to an injury or illness on or off the job may request light duty. Employees 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 Activity agrees to consider assigning the injured Employee to light duty, when such need is substantiated by a doctor's certificate, and such work is available. Employees 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 Activity is to provide safe and healthful workplaces for all Employees. In keeping with the policy, the Activity 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 Employees 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 Activity agrees that Employees should be provided information about ergonomic hazards and how to prevent ergonomically related injuries. The Activity agrees to provide, to the maximum extent possible, equipment (chairs, tables, workstations, lighting, keyboards, screens, printers, etc.) which meet ergonomic design criteria.

**Section 14.** Material Safety Data Sheets (MSDS) will be maintained and Employees 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 Activity agrees to provide adequate and sanitary toilet and washroom facilities, with sufficient hot water, paper towels, soap, toilet paper and other such supplies as necessary for the Employee's use.

**Section 16.** Employees may purchase safety shoes that cost more than the standard Government issue safety shoes. However, any excess over these limits shall be at the Employee's expense. Employees will be responsible for purchasing shoes/boots on their off-duty time if they desire to obtain them from an off-base shoe outlet. Employees must present an original receipt within twenty-one (21) calendar 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 Employee 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 Employee to turn in the unserviceable shoes for disposal. Alternative protective equipment will be provided for Employees 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. The Activity agrees to provide individual lockers that are mutually agreed upon by the Parties.

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

**Section 20.** The Activity will make every effort to ensure that Government Vehicles used to transport Employees to and from their place of work are kept in safe driving condition and equipped with necessary safety devices. Material or equipment transported in Government 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.** The Activity will continue to provide necessary materials, smocks or similar protective clothing, and items required for the Employees to perform their work as determined by the Activity or has been established through past practice. Employees' recommendations will be considered by the Activity.

**Section 2.** The Activity will provide training to Employees on new technology, tools, and equipment.

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

**Section 4.** The Activity agrees to provide an adequate supply of seasonal type uniforms to Employees who are involved in dirty work (skilled and unskilled trade positions). The Activity agrees to keep such supplied uniforms laundered, in a safe and good working condition, make necessary repairs and replace as needed. Employees who are in a paid status will wear and keep their uniforms in a clean, laundered, and hygienic manner in accordance with industrial standards.

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

**Section 6.** The Activity will provide proper hand protection as per Article30, Section 6.

**Section 7.** Uniforms that are required by the Activity as a condition of employment will be at no cost to the employees.

**Section 8.** Communication devices will be provided for the Employees. The Employees will store and charge communication devices at the Activity during non-scheduled hours. Employees will not be required to wear and/or respond to such electronic devices unless they are in a duty and paid status.

## 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 Employee for eight (8) calendar days or more, or separation action initiated by management for non-disciplinary reasons.

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 Activity will attempt to advise the Union of the contemplated action, the reasons for it and when available, the departments, the number of Employees 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 thirty (30) calendar days prior to a possible BBA becoming effective in cases of separating BBAs and fourteen (14) calendar days for all other types of BBAs.

**Section 3.** All action taken by the Activity will be in accordance Government Wide Laws, Rules and Regulation and 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 the Employee's conduct, 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 Employee may be placed on emergency suspension without pay, pending disciplinary action, when retention of the Employee might result in damage to and/or loss of property, or funds, or when retention of the Employee 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 Employee 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** – Disciplinary, adverse actions are defined as terminations, demotions, reduction in pay and suspension of more than thirty (30) calendar days.

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

1. fourteen (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 (10) 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 thirty (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 Employee may grieve the reprimand in accordance with Article 34, (Grievance Procedures).

c. **Procedures** Unit Employees against whom non-adverse disciplinary actions (excluding written reprimands) are proposed are entitled to:

1. seven (7) calendar days advance written notice of the proposed action outlining specifically and in detail, the charge(s) and evidence to support such;
2. five (5) 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 Employee will furnish the Activity, 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 Activity and the Union will provide a procedure, applicable only to the Activity, the Union and the Employees 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 Employees of the Unit for resolving such grievances.

**Section 2.** The Activity 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 Employee's standing, performance or loyalty to the Activity. Employees 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 Employee
- f. Non-selection for promotion, except for procedural error
- g. The content of published policy and regulations
- h. An action terminating a probationary Employee
- i. An action terminating a flexible Employee employed less than ninety ( 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 Employee 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 Employee or group of Employees in the Unit may present grievances to the Activity 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. The Activity will notify the Union as soon as a meeting has been scheduled. Grievances submitted by the Union, Employee and/or other designated Representative will be processed by the steps that follow in Section 5.

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

**Step 1.** Grievances must be presented, in writing, the exact nature of the grievance, the date the incident occurred, remedy sought within fifteen (15) calendar days from the date the Employee becomes aware of the action or condition causing the grievance. Normally Step one (1) will be submitted to the lowest level Supervisory Official who can grant relief to the aggrieved Employee. The appropriate Supervisor will meet with the Grievant and/or Union in an attempt to resolve the grievance within ten (10) calendar days of receipt of the grievance. All relevant factors may be presented at this level. One (1) witness will be allowed at each step of the Grievance Process and written statements pertinent to the issue. The Activity 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 Grievance is not satisfactorily resolved at Step 1, the Grievant may file the grievance, in writing, stating the exact nature of the grievance, the date the incident occurred, remedy sought to the Management Official next in the Chain of Command above the individual who considered the grievance at Step 1. The Management Official will meet with the Grievant and/or Union within ten (10) calendar days after the receipt of the Grievance in an attempt to resolve the Grievance. A written decision will be given to the Grievant and/or Union within ten (10) calendar days of this meeting.

**Step 3.** If the Grievance is not satisfactorily resolved at Step 2, the Grievant may file the grievance, in writing, stating the exact nature of the grievance, the date the incident occurred, remedy sought to the District Vice President and/or their designee (this

individual becomes the final deciding Official). The District Vice President and/or their designee will meet with the Grievant and/or Union within ten (10) calendar days after receipt of the grievance in an attempt to resolve the Grievance. A written decision will be given to the Grievant and/or the Union within ten (10) calendar days of this meeting.

If the decision is satisfactory at any step, the Employee and/or their Representative will so notify the Activity in writing and the matter will be considered closed.

**Section 6.** All time limits may be extended by mutual written agreement of the Union and the Activity. Failure of the Activity to observe the stated or extended time limits for any step shall entitle the Union or Employee to advance the grievance to the next step. Failure of the Union or the Employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The Employee 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 Activity in keeping with the provisions of this Agreement.

**Section 8. Flexible Employees** Employee with less than ninety (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 Employees may be represented by the Union or other designated Representative in accordance with Article 5, (Rights of Employees). If a flexible Employee believes a removal action was based on unlawful discriminatory reasons, the action may be challenged in accordance with applicable EEO regulations.

**Section 9. Activity's Initiated Procedure** A written grievance will be presented by the Activity 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 to the Activity within ten (10) calendar days following receipt of the grievance. If the Activity is not satisfied with the decision, the Activity may request arbitration in accordance with Article 36, (Arbitration). The Activity may withdraw their grievance at any time

**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 Activity 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 seven (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, for the purposes of substantiating the contents of claims of the Parties.

**Section 12.** Grievance, which may have impact on more than one (1) Employee, will be submitted in writing, by the Local President, or their designee, directly to the District Manager, or their designee. The District 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 District Manager shall give the Local President a written answer within ten (10) calendar days after the meeting.

## ARTICLE 35

### ALTERNATIVE DISPUTE RESOLUTION (ADR)

After the Grievance Procedure (Article 34) has been fully utilized, the ADR process will be encouraged and may be utilized by the Employee, upon request.

**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. 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 Employee's grievance rights under the Grievance Procedure Article 34.

**Section 4.** If all Parties (Activity, Union and if applicable, the Employee) agrees to enter into the ADR process, the Parties will normally meet within fourteen (14) calendar days after the Parties have agreed to the ADR process. Any of the Parties may end the ADR process at any time after it has began.

## ARTICLE 36

### ARBITRATION

**Section 1.** If the Activity and the Union fail to settle any grievance arising under the Grievance Procedure, (Article 34), 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 thirty (30) calendar days from the conclusion of the last step of the grievance procedure. Arbitration maybe invoked only by the Activity or the Union.

**Section 2.** Within thirty (30) 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 (7) impartial individuals qualified to act as Arbitrators. The Parties will meet within seven (7) calendar days after receipt of such list. If the Parties cannot mutually agree upon one (1) of the listed Arbitrators, then the Activity and the Union will strike one (1) Arbitrator's name from the list of seven (7) 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 Activity 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 Employee Representative, the Grievant and the Unit Employee 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 Government Wide Laws, Rules and Regulations, Department of the Navy and/or higher authority Directives and/or Instructions. An Arbitrator will not change, modify, alter, delete or add to provisions of the Agreement; such right is a prerogative of the Parties only.

**Section 8.** The Arbitrator's decision will be final and binding. The provisions of 5 U.S.C. 7122, however, apply. If either Party takes exception to the decision, it shall, within thirty (30) calendar days of the Arbitrator's decision, notify the other Party, in writing, of its intent to appeal the decision to the appropriate authority. In the absence of such written notification, the award will stand.

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

## ARTICLE 37

### CONTRACTING OUT OF BARGAINING UNIT WORK

**Section 1.** The Union will be notified within thirty (30) calendar days of Contracting Out studies prior to the actual contracting out that may have an adverse impact, on Unit Employees.

**Section 2.** The Activity agrees to carefully consider the views and recommendations of the Union regarding the Contracting Out of Unit work functions which may have an adverse impact on Unit Employees.

**Section 3.** If a study is made pursuant to direction or by regulation for transmittal to higher Headquarters on Contracting Out of work functions which would adversely affect Unit Employees, (to the extent the Activity deems appropriate,) the views and recommendations of the Union will accompany the study.

**Section 4.** The Union will be advised of the Contracting Out decision. The Impact and Implementation (I & I) of Contracting Out decisions will be negotiated at the request of the Union.

**Section 5. Priority Consideration/Priority Placement Program.** Should Employees experience separation as the result of Contracting Out of work, regular Employees will have Consideration/Priority Placement for six (6) months from the date separated as follows:

- a. Employees have Priority Consideration for all positions for which they are qualified in the band/grade from which released, if available, first at the local Activity the Employee is being released from (Little Creek – Fort Story), and then other local commuting area Navy Exchange Activities.
- b. Employees have Priority Placement for all positions for which they are qualified in the next lower band/grade from which released, if available, first at the local Activity the Employee is being released from (Little Creek – Fort Story), and then other local commuting area Navy Exchange Activities.
- c. If there are no available positions, the same process will be followed for subsequent lower bands/grades.

**Section 6. Employee Placement.** When the Employees are adversely affected by a decision to Contract Out, the Activity will make maximum effort to find available positions for Employees. This effort will include but not be limited to:

1. By seniority, give priority consideration for available positions within the Navy Exchange.
2. Establish an Employee priority list and placement program.
3. Paying reasonable cost for training that contribute to placement,



4. Make every effort to ensure that the work location is as close in miles to the previous Employee's place of living as possible.

**Section 7. Waiver of Qualifications.** In accordance with Government Wide Laws, Rules and Regulations when the Activity is unable to offer an assignment, the Activity will waive qualifications of Employees who will be separated due to contracting out for vacant positions which do not contain specific certification/licensure qualification requirements, provided the Activity determines the Employee (s) meets any established minimum. At the time of the Contracting Out the Activity will notify the Union of decisions to waive qualifications.

## ARTICLE 38

### CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

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

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

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

a. The Activity 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 Employees work performance, attendance, reliability or conduct, the Employee should constructively address these problems through participation in counseling and treatment where appropriate.

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

**Section 3.** The Activity and Employees will keep Employees' participation and/or treatment in the Civilian Employee Assistance Program confidential.

**Section 4.** To assist Employees in this area, the Activity will attempt to provide a free, confidential program with qualified counselors. Employees may contact the counselors directly without referral, by calling the referral number provided by the Human Resources Office and/or the Union Office.

**Section 5.** Supervisors may refer an Employee to the Civilian Employee Assistance Program because of performance or conduct on the job.

**Section 6.** Although the existence and functions of counseling and referral programs will be publicized to Employees, no Employee 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 Employee Assistance Program, will be posted annually by the Activity on Official Bulletin Boards.

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

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

b. Without an Employee's specific written consent, the Supervisor may not obtain information about the substance of the Employee's involvement with a counseling program. Information obtained with the Employee'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 Employee notified management for the first time that they have a CEAP related problem that significantly contributed to the misconduct and is seeking the services of CEAP, the Activity will normally put the proposed action in abeyance while the Employee undergoes treatment under terms and conditions agreed to.

1. 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 Activity to grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for Employees under the CEAP as would be granted for Employees with any other health problem.

#### **Section 10. Administrative Action**

Any Employee 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 Employee shall be returned to duty, as part of a counseling or rehabilitation program if, in the sole discretion of the Head of the Activity, they determine that returning the Employee to duty would not endanger public health, safety, or national security. Such determinations will be made in a fair, equitable, and non-discriminatory manner.

## ARTICLE 39

### EMPLOYEE PARKING

**Section 1.** Adequate Employee's parking areas will be provided by the Activity, will be well lit, located as close to the assigned Employee entrance as feasible, considering security, and safety for the Employees.

**Section 2.** Loss Prevention/Safety, may patrol and inspect the parking areas. Problems will be reported to Lost/Prevention/Safety.

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

**Section 4.** If Employees 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 Activity and Union agree to allow and encourage Employees to use carpools and/or ride sharing.

**Section 6.** The Parties agree to follow the current Parking Instruction issued by Joint Expeditionary Base Little Creek – Fort Story, Installation Commanding Officer (ICO). The Parties agree to jointly file the proper document(s) to the ICO requesting the parking area at the Vending location be reserved for the use of Navy Exchange Vending Employees. Any discussion pertaining to such requests will be held with all concerned Parties.

## ARTICLE 40

### TRAVEL

#### General

The Activity and the Union recognize that NEXCOM may require Bargaining Unit Employees to travel away from their Official Duty Station. This travel is performed in accordance Government Wide Laws, Rules and Regulations, and all Volume Two, Civilian, Joint Travel Regulations (JTR) and the guidelines of this Negotiated Agreement.

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

Management will not require an Employee 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 Employee(s) and Union Representatives upon request.

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

#### **Section 2. Use of Privately Owned Vehicles (POV)**

a. Whenever available and appropriate, Employees will use Government Vehicles for Official Business.

b. Employees 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 in accordance Government Wide Laws, Rules and Regulations, and all Volume Two, Civilian, Joint Travel Regulations (JTR).

c. Reimbursement for use of POV will be calculated by mileage at the maximum rate in accordance Government Wide Laws, Rules and Regulations, and all Volume Two, Civilian, Joint Travel Regulations (JTR).

**Section 3.** Receipts will be required in accordance Government Wide Laws, Rules and Regulations, and all Volume Two, Civilian, Joint Travel Regulations (JTR)

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

## ARTICLE 41

### GENERAL PROVISIONS

**Section 1.** Any Employee within the Unit that contemplates retirement in the immediate future shall be afforded retirement counseling to ensure that the interests of the Employee are protected. Any Employee who contemplates retirement shall be referred to the appropriate Human Resources retirement specialist for information and counseling. The Employee may be accompanied by the Union Representative.

**Section 2.** Each Employee shall be at their job site, ready to start work at the scheduled starting time of their shift and conclusion of their lunch period (unless otherwise provide within the Agreement). If the Employee is required by the Activity to perform any work or duty either before or after their regular shift hours, they shall be compensated appropriately for such work. This is not intended to prevent Employees from volunteering to turn on or off lighting, air conditioning, open or close doors etc. such related functions at the beginning or ending of the work day.

**Section 3.** The Activity and the Union agrees that the security and protection of Government property are vital concern to both Parties. The Parties further agree to cooperate in preventing theft of Government property by providing security of work and storage areas and by educating the Employees in the consequences of thief.

**Section 4.** The Activity agrees to post on Official Bulletin Boards pertinent notices information concerning the Employees within the Unit, provide each Unit Union Representative with the same information and place the Union on the distribution list to receive copies of all notices, Instructions, Directives, Bulletins etc. and other material affecting condition of employment pertinent to Employees within the Unit.

**Section 5.** The Activity agrees to furnish the Union, on a quarterly basis, a complete and up to date personnel listing of all Employees in the Unit. Each such list will include the Activity name and location, Employees name, their pay type, grade/rate and if a Union member the amount of Union dues paid per pay period.

**Section 6.** The Activity agrees that the deduction of Union dues by the Activity will be handled in accordance with 5 U.S. C. 7115 (Allotment to Representative).

**Section 7.** The Activity agrees that when any change in working conditions affects Employees, the Activity will first negotiate such changes with the Union. The Activity agrees to provide the Union sufficient “relevant and necessary” information to permit the Union to decide if bargaining will be required and/or to draft proper proposals when required.

## ARTICLE 42

### UNFAIR LABOR PRACTICES (ULP)

**Section 1.** Prior to filing an Unfair Labor Practice (ULP) charge, the charging Party will inform the other Party with a completed Federal Labor Relations Authority (FLRA) form required for the filing of an Unfair Labor Practice. The form must be completed in accordance with the FLRA Instructions provided. Within fifteen (15) calendar days, the 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 FLRA in accordance with applicable Government 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 43

### PUBLICIZING THE AGREEMENT

**Section 1.** After this Agreement has been approved by the Department of Defense, the Activity will within sixty (60) calendar days have the Agreement printed. Ten (10) printed copies will be provided to the Union, and a copy will be provided to each current Unit Employee. The cost of printing will be borne equally by the Parties.

**Section 2.** As a part of their orientation, new Employees in the Unit will be advised by the Activity of the Unions contractual relationship with the Activity, will be provided a copy of this Agreement and will be provided the names of the Union Representative.

**Section 3.** The Activity agrees to have and keep an updated Negotiated Agreement installed on the Activities INTRA NET computer system for Employees use. Employees will be able to use the INTRA NET computer system in order to view and if needed obtain information from the Negotiated Agreement.

**Section 4.** Upon request from the Union, the Activity will provide the Union with an updated electronic, computer compatible and/or email copy of the up to date Parties Negotiated Agreement.

**Section 5.** The Parties agree that the published size will be printed on standard 8.5 inch by 11 inch paper size; print size will be 12 pica and will be Times New Roman print type. When feasible, both side of each sheet of paper will be utilized. A much heavier grade and color of paper will be used for both the front and back cover sheets that will have up to 72 pica print. The Parties also agree that before the final Negotiated Agreement is printed, the Parties will meet, authorize, and endorse the final draft to be printed.



## ARTICLE 44

### DURATION AND CHANGES

#### **Section 1. Effective Date**

This Agreement will be implemented and become effective when it has been approved and signed by the Parties, including review pursuant to 7114(c) of the 5 U.S.C. 71.

**Section 2.** This Agreement will remain in full force and effect for a period of three (3) years from the date of approval by the Department of Defense, and/or from year to year thereafter, unless either Party gives written notice at least sixty (60) calendar days, but not more than 120 calendar days, before the initial expiration date or a subsequent yearly anniversary date of its desire to terminate or to renegotiate the Agreement. If either Party gives such written notice to the other Party, then thirty (30) calendar days for the receipt of the notice, Representative of the Activity and the Union will meet and consult as to further Negotiations or other courses of action. The Agreement shall remain in effect until such time another Agreement is Negotiated and signed by the appropriate authorities.

**Section 3.** The Agreement may be terminated at any time it is established that Union is no longer entitled to exclusive recognition under the Act, or by mutual consent of both Parties.

**Section 4.** In the event it found that any section of the Agreement are unworkable, or that supplements are desired, the Agreement may be opened for amendment or supplement, provided that such request is submitted in writing, and is accompanied by a summary of the basis for the request, and provided further, that both Parties consent to the opening of the Agreement for the purpose requested. Representatives of the Activity and the Union will meet after their mutual consent to open the Agreement and Negotiate the matter. Agreement shall be evidenced by written amendment, duly approved and executed by both Parties, and shall remain in full force and in effect until the termination date of the underlying Agreement.

**Section 5.** Either Party may request Midterm Bargaining by giving written notice to the other Party. The timeline for response will remain the same as listed in Section 2 of this Article, or sixty (60) calendar days.

**Section 6.** Should the Parties jointly agree that they do not wish to renegotiate this Negotiated Agreement after the three (3) year expiration, the Parties will sign a "Roll – Over" agreement. On the request of the either Party, the Parties shall meet to commence Negotiations on a new Negotiated Agreement on the sixtieth (60) calendar day prior to the expiration date of this Negotiated Agreement or on the first workday following that date if it should fall on other than a work day.

**Section 7.** This Agreement, except for its duration period as specified in Section 2 of this Article, is subject to opening only as follows;

a. Amendments may be required because of the change made in accordance with Government Wide Laws, Rules and Regulations and/or Executive Orders after the effective date of this Negotiated Agreement. In such event the Parties will meet for the purpose of Negotiating new language that will meet the requirements of such Government Wide Laws, Rules and Regulations or Executive Orders. Such amendment(s), as agreed to, will be duly executed by the Parties and become effective on the date or dates agreed to as being appropriate under the circumstance.

b. It may be opened for Amendment(s) by mutual consent of both Parties at any time after it has been in effect for at least six (6) months. Request for such Amendments(s) by either Party must be in writing and must include a summary of the Amendment(s) proposed. The Parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request. If the Parties agree that opening is warranted on any such matter(s), the Parties shall proceed to Negotiate on such Amendments. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the Parties. Such Amendment(s) as agreed to will be duly executed by the Parties.

c. It shall be opened for amendment upon the written request of either Party made within thirty (30) calendar days after receipt by such Party of any Order, Instruction, Regulation of the Office of Personnel Management, Department of Defense, Department of the Navy with regard to any item dealt with this Agreement. Requests for such Amendment(s) must include a summary of the Amendment(s) proposed and make reference to the appropriate Order, Regulation, or Instruction upon which each such amendment request is based. The Parties shall meet within fourteen (14) calendar days after receipt of such request to open Negotiations on such matters. No change shall be considered except those bearing directly on and falling within the scope of such Order, Regulations, or Instructions and the discretionary area(s) which the same delegates to the Activity. Such Amendment(s) agreed to by the Parties will be duly executed by the Parties.

**Section 8.** Any Amendment to this Negotiated Agreement as agreed upon by the Parties shall be promptly reproduced by the Activity and posted on Official Bulletin Boards.

**Section 9.** No agreement, alteration, understanding, variation, waiver or modification of any terms or condition contained herein shall be made by any Employee or group of Employees within the Activity, and in no case shall it be binding upon the Parties thereto unless such agreement is made and executed in writing between the Parties hereto and the same has been approved by the Department of Defense.

**Section 10.** The waiver of any breach or condition of this Negotiated Agreement by either Party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

## APPENDIX A

### HOLIDAY OBSERVANCE CHART

FOR REGULAR AND FLEXIBLE EMPLOYEES 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 Employee has only one non-workday, and the holiday occurs on that day, the Employee will observe the holiday on the following workday.

**APPENDIX B**

**OFFICIAL TIME REQUEST FORM**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date and time of Official Time requested:** \_\_\_\_\_

**Estimated time required:** \_\_\_\_\_

Please check the appropriate box below:

**Term Negotiations:** Official Time to prepare for and negotiate a basic Collective Bargaining Agreement or its successor.

**Mid-term Negotiations:** Official Time used to bargain issues being raised during the life of a Collective Bargaining Agreement.

**Dispute Resolution:** Official Time used to process grievances up to, and including, arbitrations, and to process appeals of bargaining Unit Employees to the various administrative appeals agencies such as the FLRA, and EEO, as necessary to the courts, and Employee contact.

**General Labor-Management Relations:** Official Time used for such matters as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for Union reps, Collective Bargaining Agreement administration, and Union participation in formal meetings and investigative interviews.

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

**Location of Union business:** \_\_\_\_\_

\_\_\_\_\_  
Representative's/Employee's signature

Approved     Disapproved

Reason for disapproval and reschedule date/time:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 24th Day of June ,2013.

FOR THE UNION

FOR THE NAVY EXCHANGE

---

President AFGE

---

District Manager

---

Committee Member

---

LER Specialist & Chief Negotiator

---

HR Manager

This agreement between the Navy Exchange Service Command, Tidewater District Vending Operations, and The American Federation of Government Employees, has been approved by the Department of Defense on July 16, 2013.