

Collective Bargaining Agreement  
Between Maxwell AFB Exchange  
And  
Retail, Wholesale And Department Store  
Union Local 105

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# Agreement

This Agreement is severally made and entered into by and between the Maxwell AFB Exchange, including Gunter Annex (hereinafter referred to as the Employer) and the Retail, Wholesale and Department Store Union, affiliated with the AFL\_CIO, Local 105 (hereinafter referred to as the Union).

## Preamble

The intent and purpose of this Agreement is to maintain and further harmonious labor-management relations upon a constructive and sound foundation. This foundation has as its cornerstone full acceptance and recognition of the obligation and rights of both parties working together so that full and prosperous employment can continue and from which will emanate a healthy and prosperous industry.

## Article 1

### Exclusive Recognition and Coverage of Agreement

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees in the unit as defined in Section 2, below.

**Section 2.** The unit to which this Agreement is applicable is composed of all eligible regular full, regular part-time, and intermittent regular scheduled hourly paid employees including off-duty military personnel in any of the foregoing categories, employed by the Maxwell AFB Consolidated Exchange, including Gunter Annex, Alabama, excluding professional employees, management officials, casual and intermittent on call employees, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards as defined in Title VII, CSRA of 1978.

**Section 3.** For the purpose of this Agreement, the categories of employees affected are herewith defined:

a. **Regular Full Time.** Regular full-time employees are those people hired for continuing positions and who have a regular scheduled workweek of 35 hours or more.

b. **Regular Part Time.** Regular part-time employees are those people hired for continuing positions from a minimum of 20 hours per week but less than 35 hours per week on a regularly scheduled basis.

c. **Intermittent.** Intermittent regularly scheduled employees are those people hired for positions of 0-34 hours per week.

d. **Probationary.** An employee who has completed less than 181 calendar days of employment.

**Section 4.** The Union, as the exclusive representative of the employees in the unit, recognizes the responsibility of representing the interest of all employees in the unit without regard to race, color, religion, sex, national origin, age, physical or mental handicap, marital status, or political affiliation and without regard to labor organization membership with respect to grievances, personnel policies, practices, procedures and other matters affecting the morale and general working conditions of said employees in the unit.

## Article 2

### Governing Regulations

**Section 1.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriated authorities, including policies set forth in AAFES directives; by published agency policies and regulations in existence at the time the Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or by the terms of a controlling agreement at a higher agency level.

**Section 2.** All applicable laws, rules, regulations, authorized supplements, and provisions of this Agreement will be applied fairly and equitably to all employees in the unit.

## Article 3

### Matters Appropriate for Negotiations

**Section 1.** It is agreed and understood that subjects appropriate for negotiations between the parties are personnel policies and practices and matters affecting working conditions which are within the discretion of the Employer, including but not limited to various aspects of occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, hours of work, pay practices and reduction-in-force practices, tours of duty, promotion plans and wage surveys and changes in conditions of employment.

**Section 2.** In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation to meet and confer as imposed by Title VII, Civil Service Reform Act of 1978. However, such obligation does not include matters with respect to the mission of the Exchange; It's budget; its organization; the number of employees, and the numbers, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreement providing appropriate arrangement for employees adversely affected by the impact of workforce or technological change.

**Section 3.** It is understood and agreed that the Employer will advise the Union in writing of contemplated changes in existing policies, practices and procedures, specified in Section 1 of this Article and matters appropriate for negotiation, which are not specifically covered by this Agreement.

## Article 4

### Rights of the Employer

**Section 1.** Management officials have the authority and right:

- a. To determine the mission, budget, organization, number of employees and internal security practices.
- b. In accordance with applicable laws:
  - (1) To hire, assign, direct, and retain employees, or to layoff, suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees for legitimate reasons.
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted.
  - (3) With respect to filling positions, to make selections for appointments from--
    - (a) Among properly ranked and certified candidates for promotion; or
    - (b) Any other appropriate source; and,

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

c. To determine the numbers, types and grades of employees or positions assigned to any organizational activity, work assignment, or work schedule, or the technology, methods and means of performing work.

d. To determine procedures the Employer will observe in exercising any authority under this Article.

e. To make appropriate arrangements for unit employees adversely affected by the exercise of any authority under this Article by the Employer.

f. The right to make reasonable rules and regulations is an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer recognizes its obligation to confer with the Union in such matters in accordance with Title VII, Public Law 95-454.

## Article 5

### Rights of Union

**Section 1.** The Union, as the exclusive representative of Employees in the unit, is entitled to act for and to negotiate agreements covering all employees in the unit, and is responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

**Section 2.** The Union shall have the right to present its views to the Employer, either orally or in writing, and to have such views considered in their formulation, development, and implementation of personnel policies and practices, and matters affecting working conditions, which are within the discretion of the Employer and appropriate for consultation and negotiation. In addition to the right to present its views, the Union has a right to be consulted by appropriate management officials on matters such as those specified in Article 3, Section 1.

**Section 3.** The Union will be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

## Article 6

### Rights of Employees

**Section 1.** The Employer and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Title VII, CSRA of 1978, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under this Section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization. There will be no discrimination in employment practices because of race, color, religion, sex, national origin, age, physical or mental handicap, marital status, or political affiliation.

**Section 2.** It is further agreed that the rights described in Section 1 do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor, except as provided in Title VII of CSRA of 1978, or by an employee when the participation or activity would result in a conflict of interest or otherwise be incompatible with the official duties of the employee.

**Section 3.** Each employee has the right, regardless of whether he is a member of a labor organization, of bring matters of personal concern to the attention of appropriated officials under applicable laws or the collective bargaining agreement.

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

## Article 7

### Union Representation

**Section 1.** The Employer agrees to recognize the elected officers, stewards, and designated representatives of the Union. The Union shall be permitted to appoint a reasonable number of stewards from the unit. The Union will furnish the Employer a list of

officers, stewards, and representatives, to include a designated geographical area of responsibility for each steward, and will promptly provide the Employer with written notification of any changes. Upon written request and subject to normal security regulations, non-employee representatives of RWDSU will be permitted on activity premises in non-work areas and during non-work time to fulfill the Union's obligation to unit employees covered under this Agreement. Distribution of union literature or solicitation of union membership must be conducted during non-work time and in non-work areas. The Union will provide a suitable identification badge for the steward.

**Section 2.** The primary responsibility of a steward is his assigned duty as an exchange employee. As an official of the Union, the steward has accepted the Union authority and responsibility for consultation with management officials on policy matters affecting working conditions of employees within the unit.

**Section 3.** Stewards will be authorized to be absent from duty stations. The steward will notify his immediate supervisor of the nature and estimated duration of a meeting where his presence is required. If workload conditions permit, the immediate supervisor will release the steward/employee from his duty station and advise him of conditions of the release. If immediate release is not possible, the supervisor will arrange with the steward/employee for the earliest mutually agreed upon time. The Chief Steward will be allowed up to one hour per day, if needed, to discuss problems with employees provided appropriate supervisory release from assigned duties is secured.

**Section 4.** Space suitable for use by Union stewards will be made available on an as needed basis in order to conduct discussions with an employee.

**Section 5.** The parties agree to develop a poster (8 1/2" x 11" in size) containing a photograph, name, facility, and phone number for each local Union officer, steward, and representative. The poster may be updated once each contract year at the Employer's expense. More frequent updates shall be at the Union's expense.

**Section 6.** A representative, designated by the RWDSU, shall be invited to participate during orientation for new-hire employees. The union representative shall be permitted to distribute union literature and information, and to address new-hire employees. The union's participation during this orientation session shall not exceed twenty (20) minutes. If a union representative does not show up at the scheduled time, management may continue with the session and the union will have waived its right to participate in that session. After the 20-minute presentation, the union representative shall return to their duty station.

## Article 8 Hours Of Work And Overtime

### Section 1.

- a. The administrative workweek will consist of seven (7) consecutive days extending from 0001 hours Saturday to 2400 hours the following Friday.
- b. The regular scheduled workweek will consist of the specific days and hours during the administrative workweek that the employee is scheduled to work.
- c. The regular scheduled workweek will not exceed 40 hours. Except where inconsistent with operational needs, the hours scheduled will not exceed 8 hours per workday and will not be scheduled for more than 5 days in an administrative workweek. The regular scheduled workweek will not include hours on more than 6 days or more than 10 hours on any one workday.
- d. Changes in the regularly scheduled workweek will be posted on the bulletin board or otherwise brought to the attention of the employees at least one week prior to the effective date of the new schedule except in cases of emergency or extraordinary operational needs. The work schedule of intermittently regularly scheduled employees may be changed with less than one week's notice, but not on a regular or habitual basis. Changes in the regularly scheduled workweek for Crafts and Trades employees will be posted on the bulletin board or otherwise brought to the attention of the employees at least one week prior to the effective date of the new schedule except when the agency determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Union agrees that such posting of schedule changes shall constitute notice to the Union for the purpose of meeting Management's obligation under Article 3 of this agreement.
- e. Frequent changes of the regular scheduled workweek will not be made, except in cases of operational necessity.
- f. Whenever operationally feasible, management will consider legitimate requests for reconsideration for personal needs, such as child care, other employment which has been approved by management in advance, etc. Employees will be allowed to "trade" schedules to accommodate such personal needs, when consistent with AAFES operational needs.

**Section 2.** No employee will be permitted to work more than 6 hours in any workday without a meal period. Meal periods will be indicated on the work schedule and will not be scheduled for less than 30 minutes nor more than one hours. Meal periods will not be considered as worktime, except to determine eligibility for shift differential. Employees may be scheduled to have their meal period on the job for an authorized period of 20

minutes. Such meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period.

**Section 3.** Normally, no unit employee will be required to work less than 3 hours in any one workday unless the duties to be performed are recurring in nature and a shorter period is acceptable to the employee. However, an employee may be assigned to work less than 3 hours in any one workday if determined to be necessary by management when consistent with AAFES operational needs.

**Section 4.** Except when clearly inconsistent with operational requirements, employees working 6 hours or less will have one 15-minute rest period and employees working more than 6 hours will have either two 15-minute or one 30-minute rest period (at management's option) during the workday. Where two separate 15-minute rest periods are authorized, they will be scheduled one in each half shift as near the middle of each half shift as possible in keeping with operational requirements.

- a. Rest periods will be taken at times designated by the supervisor.
- b. Rest periods are considered time worked.
- c. Additional personnel will not be assigned to allow employees rest periods.
- d. Operating requirements permitting, rest periods will be uninterrupted.

**Section 5.**

a. Only time worked in excess of 8 hours a day or 40 hours during the administrative workweek is considered overtime work. Unless unusual circumstances arise, overtime work will be scheduled and notice provided 1 week in advance. An employee will not be required to work overtime without at least 1 days notice, except in emergencies. On a voluntary basis, employees may work overtime without prior notice.

b. Overtime pay will be at the rate of 1 1/2 times the employee's rate of basic pay. Hours for purposes of overtime pay include- -

- (1) Hours Worked.
- (2) Hours of annual, sick and administrative leave.
- (3) Authorized holiday hours, if any, in accordance with appropriate regulations.

**Section 6.** All Regular Full-Time (RFT) employees who have a 40-hour workweek exclusive of overtime get Sunday premium pay if they are regularly scheduled to work Sundays, pursuant to applicable to AAFES Regulations. "Regularly" means it happens repetitively and consistently. "Scheduled" means that it is consciously planned in advanced and is a fixed event expected to occur. For example, RFT employees who work every Sunday, every other Sunday, or some other fixed plan that regularly includes Sunday work are

'regularly scheduled". RFT employees who aren't regularly scheduled to work Sundays don't get Sunday Premium if they should sometimes work on Sunday.

**Section 7.** Employees are entitled to a shift differential in addition to their hourly scheduled rate as outlined below:

a. Amounting to 7 1/2 percent of the hourly rate for regularly schedule non-overtime work, the majority of the hours of which occur between 1500 and 2400 hours.

b. Amounting to 10 percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 2300 and 0800 hours. A majority of hours is defined as the number of whole hours greater than one-half of the regularly scheduled non-overtime shift to include meal breaks of 1 hour or less.

c. Shift differential will be included as a part of the rate of basic pay in the computation of overtime pay, holiday pay Sunday premium pay, sick leave, annual leave, only.

**Section 8.** Employees will not be requested to work additional hours during the workweek and be authorized to come in at a later time or leave earlier another day during the workweek to compensate for the additional hours.

## Article 9

### Details And Temporary Promotions

**Section 1.** When a temporary assignment is to be made and an employee has been selected for the assignment management will determine whether the temporary assignment is to be a detail or a temporary promotion, as follows:

a. A detail is a temporary assignment of an employee to a different position of higher, equal or lower grade, for a specified period without a change in pay. The employee returns to his regular duties after completion of the detail.

b. A temporary promotion is the temporary assignment of an employee for more than 14 consecutive calendar days, which results in a change of grade or pay level of the employee for which a regular promotion would be authorized.

**Section 2.** An employee may be granted a temporary promotion in connection with the temporary assignment to a position of higher graded to meet temporary requirements caused by absences, unfilled positions, special projects, and unusual workloads. Employees will be impartially selected for temporary promotion on the

basis of availability and suitability for performing the duties of the position. Such temporary promotion selections will be made as an exception to the competitive promotion selection procedures.

**Section 3.** A temporary promotion will be authorized from the first day of the payperiod coincident with or following the first day of temporary assignment, and will continue through the end of the first payperiod coincident with or following the 180<sup>th</sup> calendar day of the temporary assignment.

## Article 10

### Placement And Promotion

**Section 1.** The Employer recognized that the theory of promoting employees from within the organization is in the interest of both Employer and employee.

Therefore, all RFT and RPT vacancies shall be announced, in accordance with applicable AAFES Regulations, for three (3) workdays. The term "Workdays" shall mean Monday through Saturday. Vacancies above entry level shall be announced as stated above. "Entry level positions" are defined as those that do not offer the candidate promotional opportunities, wage increases, increased work hours or other benefits such as those associated with regular part-time and regular full-time categories. The Employer will consider applications of AAFES employees before considering other applicants. If the employer cannot contact an applicant for interview within three (3) workdays, the employer may consider other applicants for the vacant position.

**Section 2.** Employees are selected for promotion on the basis of performance, potential and length of AAFES service in that order of importance, pursuant to applicable AAFES regulations.

## Article 11

### Wages And Rates of Pay And Per Diem and Travel Pay

#### **Wages And Rates of Pay**

**Section 1.** The Employer agrees to furnish the Union, on an annual basis (when requested) with the name, job titles and grades of unit employees.

**Section 2.** Applicable employee wage schedules will be posted on bulletin boards.

**Section 3.** Administrative and Support (AS) and Patron Services (PS) Bargaining Unit employees will be paid in accordance with the Pay Banding Schedules developed by DoD and as outlined in the AAFES Pay-For-Performance Program.

**Section 4.** All Administrative and Support (AS) and Patron Services (PS) Bargaining Unit employees will be converted to the pay band system at their current rate of pay.

**Section 5.** The following percentages of base pay shall be added to base pay as incentives under the pay band program and will be effective the first day of the third full pay period after the annual salary review (performance appraisals):

PER SCORE	% INCREASE
a. Unsatisfactory	0%
b. Expected	1 - 3.5%
c. Extraordinary	4.0 - 6%

**Section 6.** PER Complaint Procedure

Use these procedures for complaints about PERs by NF Levels 1 and 2 associates. Complaints should be addressed quickly and forthrightly. An associate may be accompanied, represented, or advised by a representative of his or her choosing. Associates must file a complaint regarding their PER rating score within 7 calendar days of receipt of the PER.

A complaint will be cancelled if:

- a. The associate requests it be cancelled.
- b. The associate resigns before a decision is reached.
- c. Full remedy is granted.

The complainant should submit his/her complaint as follows:

Complainant to PER approver

Then

Appeal Authority (General Manager)

The associate and representative (if any) should present the complaint in writing to the PER approver. The complaint should contain a full explanation, any attempts to resolve the complaint informally and the relief expected from management. The PER approver should try to resolve the complaint within seven calendar days and must provide a written response. If a decision isn't rendered within seven calendar days or the person is dissatisfied with management's decision, the complaint may be forwarded in writing within seven calendar days to the Appeal Authority.

The Appeal Authority will designate an impartial third party who will conduct an objective review of the complaint and all supporting documentation/evidence provided and may contact any persons who have factual knowledge pertinent to the matters under appeal. The impartial third party will issue a written summary concerning the complaint within seven calendar days. The summary will include a statement of the specific issues in dispute, relevant facts pertaining to each issue, and a finding for or against each issue. The Appeal Authority will render a decision on the complaint (no later than the tenth calendar day after receipt of the complaint). The decision will specifically state that full, partial or no relief will be granted concerning the matter(s) covered by the Complaint and will outline any corrective action(s) to be taken.

The Appeal Authority will provide an official copy of his/her written decision at the time the decision is finalized. The Appeal Authority's decision is final.

**Section 7.** Craft and Trades (CT) Bargaining unit employees will be paid in accordance with the wage schedules resulting from locality wage surveys.

**Section 8.** Pay Adjustment - DoD Wage Setting Division

a. The Department of Defense Wage Setting Division is responsible for developing and issuing NAF pay schedules.

b. Craft and Trades (CT) employees will be given the pay increase reflected on the pay schedules released by the DoD Wage Fixing Authority for the commuting area.

**Section 9.** Step advancements for Crafts and Trades (CT) employees will be effective with the first payperiod following completion of the prescribed waiting period. When a within grade increase is delayed beyond its proper effective date through administrative oversight, error, or delay, the exchange shall make the step increase effective as of the date it was properly due. The waiting period for step increase shall not be extended due to administrative error and begins on the date it would have begun had the inadvertent action not occurred.

**Section 10.** Step Advancement for Crafts and Trades (CT) employees will be authorized as provided below:

a. CT Employees are eligible for advancement to the next higher step (unless they are in the highest step) after serving the following periods in the current step:

(1) 26 weeks in Step 1 for advancement to Step 2.

(2) 78 weeks in Step 2 for advancement to Step 3.

(3) 104 weeks in Step 3 for advancement to Step 4.

(4) 104 weeks in Step 4 for advancement to Step 5.

b. Creditable service toward step advancement while in leave-without-pay status will be in accordance with AAFES regulations.

### **Per Diem and Travel Pay**

**Section 11.** An employee will not use his privately owned vehicle on AAFES business without authorization by a supervisor. If authorized, mileage compensation will be paid at the rate prescribed by Joint Travel Regulations and applicable AAFES regulations.

**Section 12.** All employees required to be away from their duty station will be paid per diem according to regulations.

## **Article**

### **12**

## **Holidays**

**Section 1.** The following dates will be observed as legal holidays:

- a. New Year's Day, January 1.
- b. Dr. Martin Luther King's Birthday.
- c. President's Day, the 3<sup>rd</sup> Monday in February.
- d. Memorial Day, the last Monday in May.
  
- e. Independence Day, July 4.

- f. Labor Day, the 1<sup>st</sup> Monday in September.
- g. Columbus Day, the 2<sup>nd</sup> Monday in October.
- h. Veteran's Day, November 11.
- i. Thanksgiving Day, the 4<sup>th</sup> Thursday in November.
- j. Christmas Day, December 25.
- k. Any other day designated as a holiday by Federal Statute or Executive order.

**Section 2.** All regular full-time and regular part-time employees will be authorized time off for holidays as follows:

- a. The holiday, if it falls on a normally scheduled workday.
- b. On Monday when the holiday falls on a Sunday and on Friday when the holiday falls on a Saturday and the employee's basic workweek is Monday through Friday.
- c. The preceding workday of the basic workweek whenever the holiday falls on a regular scheduled weekly non-workday and the employee's basic workweek included Saturday.
- d. The following workday of the basic workweek whenever the holiday falls on a regular scheduled weekly non-workday and the employee's basic workweek includes Sunday.

**Section 3.** All employees, except employees in a LWOP or AWOL status, who are authorized time off for a holiday will be paid at their scheduled rate of pay (Plus shift differential, if applicable) for all hours normally scheduled.

**Section 4.** Employees may be required to work on holidays, including substituted days, even though they are authorized time off in accordance with the foregoing. Employees eligible for overtime pay who are required to work will be paid at their regular rate (plus shift differential, if applicable) for the hours worked. This pay is in addition to any pay authorized by the preceding Section and means double pay for the regularly scheduled hours worked.

**Section 5.** Intermittent regularly scheduled employees will be authorized time off for holidays if their scheduled workweek includes the day of the holiday. If the holiday does not fall on an intermittent regularly scheduled employee's scheduled workday, no holiday benefits are available.

## Article 13

### Annual Leave

#### (RFT and RPT Only)

**Section 1.** Purpose: annual leave is granted for rest and relaxation, to maintain employee morale and to attain maximum efficiency and productivity from employees. Therefore, employees will be encouraged to take accrued annual leave.

**Section 2.** Application for Leave:

a. So far as possible, annual leave will be granted to employees for periods requested; however, the operating requirements of AAFES will have precedence. When two or more employees of the same section or activity request leave for the identical period at the same time and their presence is essential to the efficient and continued operation of the section or activity and such employees cannot resolved their conflicting vacation schedules, the employee who is senior in Exchange service will be given preference for the period requested.

**Section 3.** Grant of Annual Leave:

a. Annual leave will be granted for those periods within the employees' regular scheduled workweek not to exceed 40 hours and will be compensated for at his rate of basic pay. Advance payment for annual leave will be authorized when the employee will be on leave five (5) working days or longer, will be on leave on the normally scheduled pay day, and is not a participant in direct deposit.

b. Annual leave will not be granted in units less than one-half hour, except where an employee's regular scheduled work day includes a fraction of an hour other than one-half, and he is granted leave or a full day.

c. Employees will not be granted annual leave in excess of the amount accumulated. (However, in appropriate cases, the may be granted leave without pay).

**Section 4.** When an AFES facility is forced to close due to military necessity, weather conditions, an act of God, or other events beyond the control of AAFES management, the employees of the closed facility may, with 24 hours notice, be placed on annual leave with or without the consent of the affected employees.

**Section 5.** Annual Leave Accrual Rates:

a. Annual Leave will accrue as follows:

(1) Employees with less than 3 years service will accrue 5 percent of the total regular hours worked excluding overtime hours.

(2) Employees with 3 years but less than 15 years of service will accrue 7 1/2 percent of the total regular hours worked (excluding overtime), except that for the final biweekly payperiod of the fiscal year, the accrual rate will be 12 1/2 percent.

(3) Employees with more than 15 years of service will accrue 10 percent of the total regular hours worked (excluding overtime).

b. Annual leave accrued while on sick leave or annual leave is only credited to the employee's account at the end of the pay period in which accrued.

**Section 6.** Maximum Accrual:

a. RPT employees may not have more than 240 hours of accrued annual leave at the end of the final payperiod of the fiscal year. RFT employees may not have more than 240 hours of accrued leave beyond the last day of the pay period that includes their retirement participation date (RPD) or date of birth (DOB), which ever is applicable.

b. Employees with accrued leave in excess of the limit specified above at the end of the last complete payroll period will lose the excess. Management agrees to make every reasonable effort to assure that employees receive their leave prior to the cut-off.

**Section 7.** Compensation in lieu of leave will be at the rate of pay which is applicable immediately prior to separation or conversion to an employment category other than regular full-time or regular part-time.

**Section 8.** Service for Determination of Leave Accrual Rate

a. Service for this purpose includes:

(1) All NAFI service as a regular full-time, regular part-time, or temporary full-time employee changed to a regular full-time employee.

(2) All periods of active military service in any branch of the Armed Forces of the United States. Retired members accrue leave only during periods served during war time or during actual participation in a campaign or expedition for which a campaign badge has been authorized, except that all active duty service will be creditable if a

separation is based upon disability received as a result of armed conflict or from a tool of war.

(3) Active service after 30 June 1960 in the regular or reserve corps of the Public Health Service of the United States and after 30 June 1961 as a commissioned officer of the National Oceanic and Atmospheric Administration (Coast and Geodetic Survey).

b. In determining the rate of accrual, double credit for civilian and military service performed at the same time will not be given.

c. Non-duty time while in the Reserve components specified in 2 and 3 above is not creditable.

d. Fractional parts of months will be included in determining length of service. However, only complete months will be counted in the total length of service computation.

**Section 9.** If for any reason the Employer schedules or elects a temporary shutdown of activities, reasonable effort will be made to provide work for any employee not having annual leave to his credit.

**Section 10.** Any employee request for leave on a workday which occurs on a religious holiday will be considered on an individual case basis.

**Section 11.** The Employer shall consult with the Union before initiating any policy of forced vacation leave, and every effort to reach an understanding on the implementation of such policy shall be made.

**Section 12.** In situations where employees have accrued annual leave in excess of the allowable accrual carry over amount subject to use or loss thereof at the end of the fiscal year, the Employer will make every effort to grant annual leave upon request to avoid forfeiture thereof.

**Section 13.**

Regular Full-Time and Regular Part-Time Employees may request solicitation of shared annual leave from co-workers when a medical emergency arises and all accrued annual and sick leave have been exhausted. Annual Leave Sharing shall be administered as follows:

a. An employee affected by a medical emergency who wants to apply for annual leave sharing must submit a written request to the Principal Management Official. If the employee

is not able to make the request on his own behalf, a third party may make the written application. The request will contain the employee's name, social security number; the number of hours anticipated necessary, and the reason for the request, to include a brief description of the medical emergency.

b. Upon approval of the request, the Principal Management Official will solicit voluntary donations of annual leave from other Regular full time and Regular Part Time co-workers assigned to the employee's exchange. In so doing personal or sensitive information will be protected as much as possible. If the employee's request is disapproved, the employee will be notified with the reason for denial and offered a second opportunity for reconsideration upon submission of additional information.

**c. The program is strictly voluntary on the part of all employees. Requestors have no guarantee of receiving any shared annual leave. Employees cannot be required to donate any annual leave. Donors of leave shall specify the exact number of hours to be transferred. Transfers of leave are made on an hour-for-hour basis. The number of hours volunteered cannot exceed the donor's current annual leave balance as of the date of the donation. The donation of leave must be made in writing to the Principal Management Official. Once completed, leave transfers shall not be reversed.**

d. In application and interpretation of this article, the term, "medical emergency" shall be defined as a medical condition of the employee or a family member of such employee that is likely to require a prolonged absence from duty of the employee, resulting in a substantial loss of income because of the unavailability of paid leave. Prolonged absence from duty means at least one pay period. Any serious illness of a family member that would require the employee to be out at least one pay period would qualify as a medical emergency. Any medical leave approved by Managed Care which would require the employee to be out at least one pay period would qualify as a medical emergency. Time off for elective surgery does not qualify as a medical emergency.

## Article 14

### Sick Leave

(RFT and RPT Only)

**Section 1.** Purpose: Sick leave is granted to allow employees to avoid financial hardship due to absence from work due to illness or injury.

**Section 2.** Scope: the provisions of sick leave are applicable to regular full-time and regular part-time employees in accordance with applicable regulations. Accumulations of sick leave will commence effective with the date of appointment to regular full-time or regular part-time status and will be available for use as accrued.

**Section 3.** Sick Leave Accruals:

- a. Sick leave will accrue at the rate of 5 percent of the total straight time hours worked.
- b. Sick leave credit including those hours accrued while on annual or sick leave is credited to the employee's account at the end of the pay period in which accrued.
- c. Sick leave credits may be canceled for a regular full-time or regular part-time employee changed to any other category.

**Section 4.** Application for Sick Leave:

- a. Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of that absence or as soon thereafter as possible. When the situation permits, application for sick leave for medical, dental, and optical examinations or treatment will be submitted and approved in advance.
- b. When the supervisor believes an employee has been abusing sick leave, an employee may be counseled concerning the alleged abuse. In addition, the supervisor may issue an employee a written notice which requires the employee to furnish a medical certificate for absence due to illness of any duration. If such requirements are imposed, the requirements will be reviewed after a six (6) month period.
- c. Each party agrees to emphasize the need and value for the employee to conserve his sick leave and to use it only in the event of actual incapacitation, but in no case in lieu of normal annual leave.

## Article 14 (continued)

**Section 5.** Grant of Sick Leave:

- a. Sick leave will be granted for periods within the employee's regularly schedule workweek, not to exceed 40 hours and except as provided below, will be compensated for

at the employee's hourly base salary including differential entitlements, if any.

b. Sick leave will be granted in the following circumstances only:

(1) When sickness, injury or pregnancy and confinement prevent the employee from performing assigned duties.

(2) When medical, dental, or optical examination or treatment is required.

(3) When a member of the employee's household has a contagious disease ordinarily subject to quarantine and which might endanger the health of others with whom the employee works.

c. Sick leave will not be granted in units of less than one-half hour, except where an employee's regular workday includes a fraction of an hour other than one-half and he is granted sick leave for a full day.

d. When an employee is absent due to sickness or injury for an extended period and all accrued sick leave is exhausted, the remainder of the absence will be treated as annual leave until exhausted and then as leave without pay.

e. Sickness occurring during a period of annual leave may be charged to sick leave and the charge against annual leave reduced accordingly.

f. For employees covered by Worker's Compensation Insurance, accrued sick leave payment will be as follows:

(1) Employees absence as a result of an illness or injury covered by Worker's Compensation Insurance will be granted accrued sick leave payments in an amount which, when added to compensation benefits, equals the employee's base salary.

(2) If an employee so elects, he may receive only his Worker's Compensation benefit payments (if authorized consistent with (1) above) and thereby decline to utilize any of his accrued leave benefits. In such cases, it will be the responsibility of the employee to make any required benefits payments.

g. Employees who are separated for disability will be retained in a sick leave status until all sick leave has been exhausted.

h. All unused sick leave will be canceled when employment with AAFES is terminated. No

lump sum payment for sick leave will be made.

**Section 6.** Recurring Sick Leave:

- a. Sick leave is intended to be used only as necessary.
- b. Misuse of sick leave is a proper basis for disciplinary action.
- c. Since frequent absences affect an employee's potential as an AFES employee, the frequency of sick leave taken may properly be considered in connection with any personnel action.
- d. Chronic use of sick leave on an intermittent basis may be considered in determining whether the employee meets the continuing requirements of satisfactory physical condition as defined in AAFES regulations.

**Section 7.** When an employee is absent due to known illness, injury, pregnancy, or confinement, advance sick leave may be granted by authorities designated by the Commander, AAFES, only when accrued sick and annual leave have been exhausted in accordance with as defined in AAFES regulations.

**Section 8.** When an employee is absence for illness or injury for three or more consecutive workdays, the application for sick leave must be supported by a medical certificate from the attending physician certifying that the employee was unable to work due to illness or injury and specify the total period is disability. When a medical certificate cannot reasonably be obtained, the employee may certify the facts of the illness. This personal certification may be accepted at the discretion of the supervisor.

**Section 9.** Managed Disability Program:

When an employee is covered by the AAFES Managed Disability Program and the employee's absence due to illness or injury extends for 5 or more calendar days, the application for sick leave must be supported by a medical certificate from the attending physician certify that the employee was unable to work due to sickness or injury and specifying the period of disability. In such cases the employee must report the absence in accordance with the procedures outlined in the Managed Disability program. When a medical certificate cannot reasonably be obtained, the employee may certify the facts of the illness. This certificate may be accepted at the discretion of the supervisor.

## Article 15

### Administrative Leave

**Section 1.** Administrative leave will be granted to an employee in connection with serving on a jury or as a witness in the employee's official capacity as an AAFES employee, serving as a witness in behalf of AFES and/or the United States, or serving on a jury. Any fee received for other than transportation and allowance for subsistence will be turned over to AAFES, except to the extent the fee exceeds the employee's base salary and except to the extent that the fee is for service during hours when the employee is not regular scheduled to work.

**Section 2.** Administrative leave will be granted to employees who vote in National, State or Municipal elections or referenda on following basis: Where the polls are within commuting distance and are not open three (3) hours either before or after employees will be excused for an amount of time to vote that will permit them to report three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time.

**Section 3.** Whenever an employee is tardy or absent for brief periods beyond his control, such time will be charged to administrative leave.

**Section 4.** When considering disciplinary action against an employee for absence or tardiness from work, management will take into consideration whether such absences or tardiness from work were unavoidable. An employee who will be absent from work shall notify the company before the work shift begins or not later than one (1) hour after the beginning of the shift.

**Section 5.** Administrative leave will be granted to employees when the Employer makes the decision employees will not be required to work because of flood, severe storms, civil disturbance and the like. Administrative leave will be treated as time worked for all purposes except that the employee is excused from his regular assigned duties.

## Article 16

### Funeral Leave

**Section 1.** Upon request, an employee may be granted permission by proper authority to be absent for any time considered appropriate for completion of essential arrangements, obligations, and travel in connection with death and funeral of the individuals described in Section 2 below.

**Section 2.** In all such cases employees may be granted up to five (5) work days of administrative leave, provided death or imminent death involves a member of the immediate family of the employee or the employee's spouse, i.e., children, parents,

grandparents, brothers and sisters, and any other members of the employee's immediate household.

**Section 3.** Absence from work in excess of administrative leave authorized herein will be charged to annual leave. If there is no accrued annual leave or if accrued annual leave is exhausted, then the time will be charged to leave without pay.

**Section 4.** Supervisor may approve up to four (4) hours of administrative leave for an employee to attend the funeral of a co-worker.

**Section 5.** Supervisors may approve up to one (1) work day for administrative leave for an employee to attend the funeral of aunts and uncles, nieces and nephews.

## Article 17

### Union Leave

**Section 1.** The Employer agrees that the Union may designate an employee member as a representative elected or appointed to a Union office or as a delegate to any Union activity necessitating leave, and upon written request from the employee supported by a statement from the Union the employee shall be granted annual leave, or leave without pay if no annual leave is available in accordance with established policies and Service regulations, provided operational requirements of the Employer permit. Leave without pay for this purpose will not be granted in excess of ten (10) workdays during any one calendar year.

**Section 2.** The Employer recognized the obligation to provide active employment in the same position or one of like pay and grade at the end of the approved leave period provided the employee returns on the day scheduled.

## Article 18

### Miscellaneous

**Section 1.** All employees have the rights and privileges guaranteed to them and the responsibilities assigned to them by applicable AAFES Regulations, and all applicable joint departmental and AAFES directives.

**Section 2.** The Union will be granted reasonable space on bulletin boards in each branch for notices of official Union business pertaining to its members and employees in the unit

such as notices of Union meetings.

**Section 3.** It is agreed that the Employer and the employee will cooperate in maintaining and keeping in good working condition all equipment in the facilities for the safety and efficiency of operations. Such equipment referenced to in this Section includes but is not limited to office equipment, breakrooms, fountains and restroom facilities. A copy of published safety rules will be posted on bulletin boards for employee information. The American Red Cross will be required to conduct a refresher first-aid-training course for selected employees (one-half of which will be union selected) on an annual basis.

**Section 4.** Adequate breakroom areas and facilities will be furnished for all employees when space is available. Every effort will be made to divert any available space for breakroom utilization.

**Section 5.** The Employer will absorb the costs of printing the collective bargaining agreement. A total of four hundred (400) copies will be furnished to the Union from the initial printing. Any copies the Union requires subsequent to these copies will be obtained at the Union's expense.

**Section 6.** Upon approval and receipt by the parties of this collective bargaining agreement, management and the Union will conduct a joint training session with all supervisors and stewards to explain the contract, its purpose and intent.

**Section 7.** Shop stewards will be granted administrative leave to attend Union-sponsored schools and training. Such administrative leave will be limited to eight (8) hours per year per steward, not to exceed 48 hours total each year.

**Section 8.** Upon request, the Union will be furnished a list of all bargaining unit employees, which reflects date of hire, job title, name, grade and rate of pay. Such request will not be made more than once every six months.

## Article 19 Disciplinary Action

**Section 1.** Subject to the Privacy Act, the Employer will furnish the union a copy of any current disciplinary action taken against any employee of the bargaining unit upon the Union's request. Disciplinary actions shall be taken only for just and sufficient cause in accordance with AAFES regulations. The employee will be notified of his rights to grieve and of the appropriate procedures for grieving. Authorized disciplinary actions are:

- a. Oral Reprimand
- b. Written Reprimand
  
- c. Suspension
- d. Disciplinary Downgrade
- e. Separation for Cause.

**Section 2.** A written reprimand will be held in the employee's official personnel folder for one year. It may be removed sooner with approval of the reviewing authority, provided other disciplinary action has not been taken.

**Section 3.** The Employer agrees to include the employee's right to union representation in the written advance notice of proposed disciplinary action. If the employee elects to have a representative, the advance notice of proposed disciplinary action will not be discussed with the employee unless a representative is present.

No advance notice is required for an Oral or Written Reprimand. The employee shall be verbally advised of their right to representation in the case of an Oral Reprimand, and in writing in the case of a Written Reprimand.

**Section 4.** Employees will be given the opportunity to have a Union representative present at formal meetings with management if they so desire. During investigative interviews, the employees have the right to representation:

- a. If the employee has reason to believe that the examination may result in disciplinary action against the employee; and
- b. The employee requests such representation.

**Section 5.** When an employee is being investigated and may become subject either to disciplinary action or to an assessment of pecuniary liability, and the employee requests that the Union representative be present, the following courses of action will be followed:

- a. Determine whether or not the interview will continue.
- b. If the interview need not be continued, terminate the interview and advise the employee that the investigation will continue without his interview.
- c. If the interview is determined to be necessary, delay the interview until the union representative is present.

**Section 6.** In cases of separation for cause with the Employer's charge of dishonesty, criminal conduct, violence or threat of violence-- Advance Notice of at least seven (7)

calendar days shall be given.

## Article 20

### Dues Withholding

**Section 1.** Eligible Employees: A member of the Union in good standing who is employed in the unit for which the Union has been accorded exclusive recognition and whose net salary after other legal and required deduction is regularly sufficient to cover the amount of the authorized allotment, may make a voluntary allotment to only one recognized Union.

a. Unit: All eligible regular full, regular part-time and intermittent regularly scheduled hourly paid employees including off-duty military personnel in any of the foregoing categories, employed by the Maxwell AFB Consolidated Exchange, including Gunter Annex, Alabama, excluding professional employees, management officials, casual and intermittent on-call employees, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards as defined in Title VII, CSRA of 1978.

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

**Section 2.** In application of the allotment arrangements, the Union shall be responsible for:

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

b. Distributing copies of SF 1187 to its members.

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

d. Educating eligible employees as to the procedure in revoking allotments, emphasizing that the effective date is any time after the first anniversary date.

e. Certifying SF 1187's completed by eligible employees as to the amount of dues.

f. Refunding any unauthorized deduction or excess payments either to the employee or Employer as required.

**Section 3.** The Employer shall post a notice on appropriate bulletin boards within the unit to inform employees:

a. That this Agreement has been made with the Union for voluntary allotments for payment of Union dues.

b. That dues allotments are to be entirely voluntary on the part of eligible employees.

c. That allotment deduction will take effect during the first pay period following after the allotment form, properly completed, signed and certified has been received and processed in the HRO and the appropriate personnel action has been processed by the payroll office.

d. On a monthly basis, the Union will be given a list of names, position titles, grades and activity of all eligible employees appointed or separated during the period.

e. That forms for requesting allotments are to be obtained from the Union by the member and returned to the Union for delivery to the Employer.

f. That an employee may revoke his allotment at any time after such employee has been on dues allotment for a period of one year, but such revocation will be effective only in the first pay period following the employee's enrollment anniversary date, provided that such employee must have his revocation request in the Human Resources Office on or before his enrollment anniversary date. It is the employee's responsibility to assure that the written revocation is received in the Human Resources Office on a timely basis.

g. That the SF 1188, Revocation of Voluntary Allotment, and information concerning revoking an allotment can be obtained from the Human Resources Office. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the form.

#### **Section 4.**

a. The Union will distribute SF 1187, educate its members during off-duty hours in the use of the form, insure that the member's social security numbers are entered on the form, and process completed voluntary requests from its members.

b. The Union's Treasurer will certify on all SF 1187's the correct amount of regular dues of eligible employees to be deducted each biweekly pay period.

c. The Union will deliver completed SF 1187's and other pertinent documents to the Employer and, these will be date stamped by the Employer upon receipt. The exchange number will be recorded on each form.

d. Allotments will take effect for the first pay period beginning after receipt and processing of the properly executed personnel action in the payroll office.

e. SF 1187's, SF 1188's and other materials pertaining to allotments will be date stamped on receipt by the Employer.

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

notification in the payroll office.

g. The Union will notify the Employer in writing within five (5) days when an employee ceases to be a member in good standing and the allotment for such employee will be terminated with the first complete pay period after receipt and processing of the notice in the payroll office.

h. Revocation of allotments submitted at the request of an employee will be effective as set forth in Section 3f. Allotments will be automatically terminated for the effective date of the action for employees who:

- (1) Transfer or are separated from the Employer.
- (2) Transfer to a position outside the unit.

i. Normal deductions will be made by the payroll office in all biweekly pay periods even though an employee may not be liable for dues during certain periods. Dues allotment will be withheld from sick leave payments but not from lump sum annual leave payments or advance worker's compensation payments.

j. The Employer will make the remittance for dues withheld biweekly. This remittance will be in a single check. The check will be made payable to the local Union and will be forwarded to President, Local 105, Retail, Wholesale and Department Store Union, AFL-CIO. It will be accompanied by a Union Dues Deduction Report containing the following:

- (1) Identification of the employee organization.
- (2) Payroll period.
- (3) Exchange name or number
- (4) Names of the employees and amounts deducted
- (5) Names of employees from whom deductions have no longer been made and the reason therefore (i.e., LWOP, revocations of allotment, separation, transfer, etc.

**Section 5.** When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Labor organization concerned shall be continued until resolution of the dispute or issue, whether or not the parties agree on extension of the existing Agreement during this period.

## Article 21

### Job Descriptions

**Section 1.** Employees in the unit shall be afforded the opportunity to discuss with the Employer their job descriptions or ratings for any alleged inequity. In discussing these

matters, the employee is entitled to Union representation.

**Section 2.** Employees may file a grievance when it is felt a job description does not adequately reflect the duties actually being performed.

**Section 3.** Any Employee will be furnished a copy of their job description upon request.

**Section 4.** All job descriptions will be available on an as-needed basis to the Union.

**Section 5.** The Employer agrees that every effort will be made to assign all unit employees to work appropriate to the job description held.

## Article 22

### Changes In Personnel Policies

When any change is made in Exchange Service Personnel Policies, , during the life of this Agreement, the Chief Steward of the unit shall be notified by the Human Resources Manager. As copies of these changes or revised regulations become available, they will be furnished to each steward.

## Article 23

### Reduction-In-Force

**Section 1.** Reduction-in-Force as used herein is defined as the Employer's action to reduce the number of occupied positions within the bargaining unit requiring the use of reduction-in-force (RIF) procedures set forth in this Article. The Parties have fully negotiated the impact and implementation of any and all future reduction-in-force actions which may occur during the life of this Agreement. This Article contains all of the specific arrangements agreed to by the Parties.

**Section 2.** The Employer will notify the Union when it is determined that a reduction-in-force is necessary. Prior to the issuance of official notices to the employees involved in a reduction-in-force action, the approximate date the personnel actions will be initially effected and reasons for the reduction-in-force. The Employer agrees to consult with the union on the RIF and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

**Section 3.** For the purpose of this Article, the "RIF Element" is defined as all activities of the Employer, which are represented by the Union within a 30 mile radius of the exchange facility where the positions affected by the reduction-in-force are located. Except as provided for below, employees affected by RIF will be placed by job series and grade in the appropriate competitive level on the basis of retention score. "Job Series" is defined as the first four digits of the assigned job code. Retention scores shall be computed on the basis of the total of the scores for performance, and length of DoD Nonappropriated Fund Instrumentality (NAFI) Service as provided below:

a. The average of the last three (3) Performance Evaluation Report (PER) scores within the last four years prior to the PER cutoff date. If the employee has less than three (3), the average of the existing PER scores. Computation will include PERs for employees with a PER cutoff date of the last day of the month which is at least 60 days prior to the effective date of the RIF.

b. One point for each full year of DoD NAFI service. Computations will include credit for length of service through the PER cutoff date.

c. When a tie exists after the retention scores have been computed, the tie will be broken by comparing actual years, months and days of creditable service of the employees affected. Such procedures will only be used when the tie involves two or more employees who, because of their RIF scores, would be identified for adverse action.

**Section 4.** In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to implement the following actions:

a. Initiate a hiring freeze on new employees, where appropriate.

b. Curtail conversion of temporary employees to regular employees.

c. Separate temporary and probationary employees who are in positions which may be filled by employees affected by the RIF.

d. Honor requests for retirement from those employees who are eligible.

e. From the date of notification until the effective date of the RIF, the Employer agrees to make every effort to place affected bargaining unit employees in vacant positions within the RIF element, or take other action which would minimize the adverse impact of the RIF. Employee may only be placed in vacant positions which the Employer intends to fill, and only in positions for which they are qualified.

**Section 5.** Affected employees will be furnished the necessary official time, along with their Union Representative, to review their OPFs. In the event an employee does challenge the score and prevails, the RIF roster will be revised accordingly. In the event that the

## Article 23 (continued)

employee relies on any information which is not contained in his/her OPF, the burden of producing supporting documentation shall rest with the employee after the Employer has made every reasonable effort at verification.

**Section 6.** By highest to lowest grade, when two or more grades are involved, employees with the highest retention score will be considered for placement as provided below. Employees with the highest retention score will have preference in placement over employees with lower retention scores in the same grade level.

- a. Continuance in the same position.
- b. Lateral local transfer to a vacant position.
- c. Lateral local transfer to a position held by a probationary employee, or to a position held by an employee with a lesser category (i.e., RFT to RPT; RPT to INT).
- d. Downgrade local transfer to a vacant position.
- e. Downgrade local transfer to a position held by a probationary employee, or to a position held by an employee with a lower retention score, bearing the title, job code, and grade previously held by the employee prior to assignment to the current position under RIF, provided the employee remains qualified to perform the duties and responsibilities.
- f. Separation.

**Section 7.** Regular full-time (RFT) and regular part-time (RPT) employees shall be given thirty (30) calendar days notice of transfer, downgrade, or separation. Intermittent employees shall be given seven (7) calendar days notice of transfer, downgrade, or separation. The notice will include the action to be taken, effective date, and salary retention information.

**Section 8.** The Employer further agrees that separated employees of the unit in a reduction-in-force will be offered positions at the same or lower grade from which separated for which they are qualified that develop within one (1) year after the reduction-in-force, providing such employees maintain an application on file with the personnel office and respond to a letter sent to the address of record within ten (10) calendar days from the date of such letter. A copy of such letters will be furnished the Union. If the employee does not respond, his/her name will be removed from the reemployment list. Employees will be reinstated to positions in order of RIF retention score, with the employee with the highest RIF retention score being reinstated first.

## Article 24

### Grievance Procedure

**Section 1.** The procedures set forth in this Article are the sole means of resolving Union, employer and employee grievances arising over the interpretation and application of this Agreement. All employees in the unit, as defined in Article 1 of this Agreement, are covered. This procedure does not cover any matter for which statutory appeal procedures exist. It is mutually understood that the provisions of this Article apply only to complaints that are within the discretion of the Employer. Except as provided by law, matters for which a separate appeals procedure is prescribed by a higher authority and matters specifically excluded in applicable AAFES regulations, are excluded. The agency's grievance procedure is not available for bargaining unit employees.

- a. In the event that an employee does not desire Union representation, an adjustment of his grievance may be made so long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the adjustment.
- b. If the parties cannot agree on whether or not a matter should be considered under this Article, it will be resolved pursuant to the provisions of Title VII, CSRA of 1978.
- c. Arbitration may only be invoked by the Employer or the Union.
- d. Time limits reference in this Article may be extended by mutual agreement of both parties.

**Section 2.** Questions involving interpretation of published AAFES policies or regulations, provision of law, or regulations of appropriate authorities outside AAFES shall not be subject to this negotiated procedure, regardless of whether such policies, law or regulations are quoted, cited or otherwise incorporated or reference in this Agreement.

**Section 3.** Procedures:

- a. Step 1. The grievance will be verbally presented by the employee to his immediate supervisor within fifteen (15) days of the action which precipitated the grievance or the date the employee became aware of the grievance. The immediate supervisor will orally answer the grievance within two (2) working days from the date he receives the complaint from the employee. If the grievant is not satisfied with the Step 1 decision, he may appeal the grievance to Step 2. If the complaint is against the immediate supervisor or the if the employee believes that discussion of his complaint would be prejudicial to his interest, he may, after notifying his immediate supervisor, present his complaint to the supervisor

designated at Step 2, in this procedure.

b. Step 2. If the grievant is not satisfied with the Step 1 decision, he may appeal it in writing within two (2) working days from the receipt of the Step 1 decision to the activity manager. The activity manager will render a decision in writing within five (5) working days of receipt of the grievance.

c. Step 3. If the grievant is not satisfied with the Step 2 decision, he may appeal it in writing to the *General Manager* within five (5) working days of receipt of the grievance. The *General Manager* will render a decision in writing within 14 calendar days of receipt of the grievance. In the course of or prior to a grievance, management agrees to cooperate with the Union by providing nonprivileged or nonconfidential documentary evidence surrounding an aggrieved employee's case subject to the conditions of the Freedom of Information Act, Title 5, U.S. Code 552 and the Privacy Act PL 93-579. These matters can only be requested by the Union for use in developing their representation of an aggrieved employee's grievance.

**Section 4.** If grievances are not settled by the methods described above, the Union may invoke arbitration by sending written notice to the other party within ten (10) working days from the date an answer was received or if no answer is received within the allotted time, arbitration may be invoked within ten (10) working days from the date the answer was due. Nothing herein will preclude the parties from attempting to settle the grievance at any state of the proceedings.

**Section 5.** Within 30 calendar days of days from the date the request for arbitration is received, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrators. When either party refuses to join in such a request, the other party may proceed. The parties shall meet within fifteen (15) working days after receipt of such list to select an arbitrator. If either party refuses or declines to participate in the selection, the other party is empowered to select the arbitrator.

**Section 6.** Complaints having to do with the interpretation or application of AAFES regulations, directives and published policies will be processed in accordance with applicable regulations.

**Section 7.** Those items excluded as grievable items in applicable AAFES regulations including satisfactory performance evaluations, are likewise excluded as grievable items under this negotiated procedure.

**Section 8.** The arbitrator's fee and expenses, if any, shall be borne equally by the Employee

## Article 23 (continued)

and the Union. However, in no event will an amount for per diem and transportation be greater than that permitted under the AAFES Travel Regulations. The arbitration hearing will be held, if possible, on the employer's premises during the regular day shift hours of the basis workweek.

**Section 9.** The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit. The arbitrator's decision will be based only upon interpretation or application of this Agreement and the arbitrator shall not be empowered to rule upon interpretation or application of AAFES regulations or directives or regulations of higher authority.

**Section 10.** The arbitrator's award shall be final, except, either party may file exceptions to the arbitrator's award with the Federal labor Relations Authority, subject to their regulations.

**Section 11.** Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed at or before the completion of Step 3 of the grievance procedure. Such rejection shall be served upon the Union, in writing and shall state that it is the final rejection of the grievance. All disputes of grievability or arbitrability shall be resolved pursuant to the provisions of Title VII, CSRA.

**Section 12.** This negotiated grievance procedure will be the exclusive forum for bargaining unit employees on all matters covered except statutory appeals including discrimination complaints. The employee shall exercise his or her option at such time as the employee timely files an action under the statutory procedures or timely files a grievance in writing in accordance with the procedures of this negotiated grievance procedure, whichever occurs first.

**Section 13.** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and the Union

representatives to discuss, prepare for and present grievances, including attendance at meeting with management officials.

**Section 14.** In the case of a grievance which the Union may have against the Employer or the Employer may have against the Union, the processing of such grievances shall begin with the filing of a grievance within the time period authorized in Section 3.a. (Step 1). The parties shall meet within 10 calendar days following receipt, to discuss the grievance in an effort to resolve the matter. If resolution is not reached in the discussion, the party with whom the grievance was filed shall issue its written decision within 10 calendar days after the discussion. Within 10 calendar days after receipt of the written decision, the grieving party may invoke arbitration.

## Article 25

### Duration of Agreement

**Section 1.** This Agreement will remain in full force and effect for four (4) years from the date of approval by the agency. However, either party may give written notice to the other, not more than 70 nor less than 60 days prior to the first anniversary date, of its intention to reopen and amend or modify the Agreement on the anniversary date. Additionally, it may be opened for amendment or modification at any time by mutual consent of the parties. Any request for amendment or modification shall be in writing and must be accompanied by a summary of the proposed amendment or modification.

**Section 2.** Either party may give written notice to the other not more than 70 days nor less than 60 days prior to the four (4) year expiration date, and each subsequent expiration date for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiating of said Agreement and until such time as a new Agreement is reached.

**Section 3.** If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for a one (1) year period, subject to the other provisions of this Article.

**Section 4.** During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplement agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decision of the Federal Labor Relations Authority, The Federal Services Impasses Panel, and the Assistant Secretary of Labor for Labor-

Management Relations. Neither notice nor subsequent negotiations under this section shall in any manner disturb or impair the force and effect of this Agreement.