



Master Labor Agreement between

The Defense Commissary Agency

And

The National Federation of Federal Employees

Effective Date: March 26, 2010

Table of Contents

PREAMBLE	3
ARTICLE 1 RECOGNITION AND UNIT DESIGNATION	4
ARTICLE 2 DUTY TO BARGAIN AND SCOPE	5
ARTICLE 3 RIGHTS OF THE UNION	7
ARTICLE 4 EMPLOYER RIGHTS	8
ARTICLE 5 RIGHTS OF EMPLOYEES	9
ARTICLE 6 UNION REPRESENTATION	12
ARTICLE 7 FACILITIES	14
ARTICLE 8 DISCIPLINARY ACTIONS	15
ARTICLE 9 ADVERSE ACTIONS	17
ARTICLE 10 OVERTIME	19
ARTICLE 11 HOURS OF WORK	20
ARTICLE 12 RIGHT TO INFORMATION	21
ARTICLE 13 GRIEVANCE PROCEDURE	22
ARTICLE 14 ARBITRATION	25
ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY	27
ARTICLE 16 ENVIRONMENTAL DIFFERENTIAL PAY/HAZARD WEATHER	28
ARTICLE 17 MERIT STAFFING	30
ARTICLE 18 DETAILS AND WORK ASSIGNMENTS	31
ARTICLE 19 WORKFORCE ADJUSTMENT	32
ARTICLE 20 JOB GRADING AND POSITION CLASSIFICATION	33
ARTICLE 21 PERFORMANCE MANAGEMENT	34
ARTICLE 22 LEAVE ADMINISTRATION	36
ARTICLE 23 HEALTH AND SAFETY	41
ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM	43
ARTICLE 25 UNFAIR LABOR PRACTICES	44
ARTICLE 26 COMMERCIAL ACTIVITIES	45
ARTICLE 27 DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER	46
ARTICLE 28 PAYROLL ALLOTMENT OF DUES	47
ARTICLE 29 INJURY COMPENSATION	48
ARTICLE 30 TRAINING AND DEVELOPMENT	49
ARTICLE 31 DURATION OF AGREEMENT	50
APPENDIX A OFFICIAL TIME REQUEST	51

PREAMBLE

Chapter 71, Title 5, U.S.C., provides employees the right to organize, bargain collectively and participate through labor organizations of their own choosing. Pursuant to those rights, employees represented by the National Federation of Federal Employees, herein after referred to as the union, enter into this agreement, between the union and the U.S. Department of Defense Commissary Agency Commissary located at Barksdale Air Force Base Commissary, Louisiana; Fort Sill Commissary, Oklahoma; Vandenberg Commissary, California; Corpus Christi Commissary, Texas; and Kingsville Commissary, Texas, hereinafter referred to as the employer. The employer and the union are hereinafter referred to as the parties.

The public interests demands the highest standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the employer. The provisions of this agreement should be interpreted in a manner consistent with the requirement of an effective and efficient government in accordance with the provisions of the Federal Labor Relations Statue, 5 USC Chapter 71.

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 effect them:

- a. Safeguards the public interest,
- b. Contributes to the effective conduct of public business, and
- c. Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment

Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest, and the parties hereby enter into this collective bargaining agreement.

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION 1. The employer recognizes the union as the exclusive representative of all employees defined in Section 2 of this Article. Such recognition shall continue as long as the union is the representative of the employees under the criteria set forth by the Federal Labor Relations Authority (FLRA).

SECTION 2.

INCLUDED: All Wage Grade and General Schedule employees who are employed by the Defense Commissary Agency Commissary located at Barksdale Air Force Base Commissary, Louisiana; Fort Sill Commissary, Oklahoma; Vandenberg Commissary, California; Corpus Christi Commissary, Texas; and Kingsville Commissary, Texas.

EXCLUDED: All management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112 (b), (2), (3), (4), (6) and (7).

ARTICLE 2

DUTY TO BARGAIN AND SCOPE

SECTION 1. The parties have a duty to bargain collectively on the conditions of employment affecting employees. This mutual obligation to meet and negotiate shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically excluded by Federal statute. The parties are subject to all applicable existing and future laws and government-wide regulations and to all Department of Defense and DeCA rules and regulations in effect at the time this agreement is signed except where they conflict with this agreement.

SECTION 2. The duty of the parties to negotiate in good faith under Section 1 of this Article shall include the obligation:

- a. to approach the negotiations with a sincere resolve to reach an agreement
- b. to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment
- c. to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays
- d. in the case of the employer, to furnish data to the union upon request and to the extent not prohibited by law and pursuant to this agreement
- e. if agreement is reached to execute on the request of any party to the negotiations a written document embodying the agreed terms and to take such steps as are necessary to implement such agreement

SECTION 3. The parties have the mutual obligation to each other to conduct labor-management relations. A primary goal of the parties is the creation and maintenance of constructive, positive relationships. This agreement is a living document and the fact that certain matters are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and negotiate as appropriate matters not covered by this agreement.

SECTION 4. The employer has the authority to make reasonable and necessary rules and regulations relating to personnel policies, practices and working conditions subject to the following:

- a. The establishment of new or revised employer policies or practices relating to conditions of employment affecting employees shall be accomplished by presenting a draft of the proposed directive or change to the union.
- b. The union may request to negotiate as appropriate on any proposed changes by submitting written proposals to the employer within 15 workdays of receipt of the employer's proposal(s). The union will have waived its right to bargain if it does not

request a meeting or submit written proposals within the 15 workday period unless an extension of time has been requested by the union or it was prevented from doing so by unavoidable circumstances.

- c. If the union submits written proposals, the parties will commence negotiations within 15 workdays following the employer's receipt of the proposals to negotiate the matters. However, such a meeting is not required in the event that either the union or the employer accepts the other's total proposal(s).

SECTION 5. In the event the parties cannot reach agreement regarding such change(s) and either party declares an impasse exists the Federal Mediation and Conciliation Service or other agreed to service will be contacted to mediate the impasse. The proposed changes will be put on hold pending the outcome.

SECTION 6. At the request of the union the parties shall negotiate subject to the provisions of this agreement amendments and supplements to this agreement which are the result of changes in law, government-wide regulations, and Federal Labor Relations Authority and/or court decisions. The employer will respond within 5 days of receipt of such proposals and the parties will negotiate as appropriate within 20 days after notification.

ARTICLE 3

RIGHTS OF THE UNION

SECTION 1. The union is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit.

SECTION 2. The union shall represent all employees in the bargaining unit without discrimination and without regard to union membership in all matters covered by this agreement and the Negotiated Grievance Procedure.

SECTION 3. The union shall be given the opportunity to be represented at:

- a. any formal discussion between one or more representatives of the employer and one or more employees or their representative concerning any grievance or any personnel policy or practice or other general conditions of employment or
- b. any examination of an employee by a representative of the employer in connection with an investigation if:
 - (1) the employer reasonably believes that the examination may result in disciplinary action against the employee and
 - (2) the employee requests representation

SECTION 4. The union's right to be present does not extend to informal discussions between an employee and a supervisor on appraisals/ratings, personal matters, or an official assignment of work, unless otherwise provided for in this agreement.

SECTION 5. Upon the union's request the employer will provide the union with a listing of each employee's name, position title, series, grade, work location, and employer's address, not more than quarterly, starting with the effective date of this agreement.

SECTION 6. The employer will recognize the union and its representatives. The union will provide a video and an informational package that is limited to a list of union stewards and contact information that will be distributed by the employer during the new employee orientation.

SECTION 7. If the union desires to change the agreed upon video and information package, the union will submit the new package to the employer for review of appropriateness.

ARTICLE 4

EMPLOYER RIGHTS

SECTION 1. Subject to Section 2, nothing in this agreement shall affect the employer's authority:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the employer and
- b. in accordance with applicable laws to hire, assign, direct, lay-off and retain employees or suspend, remove, reduce in grade or pay, or take other disciplinary action against employees.
- c. to assign work, to make determinations with respect to contracting out and to determine the personnel by which the employer's operations shall be conducted.
- d. with respect to filling positions, to make selections for appointments for promotions from:
 - (1) among properly ranked and certified candidates for promotion or
 - (2) any other appropriate source; and
- e. to take whatever actions may be necessary to carry out the employer's mission during emergencies.

SECTION 2. Nothing in this agreement shall preclude the employer and the union from negotiating:

- a. on the numbers, types, and grade of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work. Negotiations on these matters will be at the election of the employer.
- b. procedures which management officials of the employer will observe in exercising any authority under Section 7106 of the Federal Labor-Management Relations Statue and this agreement by management officials.
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106 of the Federal Labor Management Relations Statue and this agreement by management officials.

ARTICLE 5

RIGHTS OF EMPLOYEES

SECTION 1. Each employee shall have the right to form, join or assist any labor organization or to refrain from any such activity freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of such right. Except as provided by law such right includes the right:

- a. to act for the union in the capacity of a representative and 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
- b. To engage in collective bargaining with respect to conditions of employment through representative of the union
- c. to bring matters of personal concern to the attention of the employer through the representation of the union

SECTION 2. Each employee has the right

- a. to communicate directly with and receive advice from any union official in accordance with Article 6.
- b. when assigned “dirty work” as defined by 5 CFR or when required to wear uniforms, the employee will be allowed 10 minutes to change in and out of work clothes, return tools, clean up the work area or wash up during duty time. Upon request of the employee to his/her supervisor, additional time may be granted for clean-up purposes.
- c. to a clean and sanitary area for break and lunch periods which will include vending machines within reasonable distances.
- d. in case of a formal investigation involving a search of an employee’s personal effects, the employee may request a Union representative be present at the search. Such request should be honored if the investigation/search is not unduly delayed or obstructed.
- e. to protection of personal privacy in accordance with government-wide rules and regulations.
- f. to exercise grievant or appellant rights or bring matters of concern to the appropriate authorities in accordance with applicable laws, rules, regulations and/or this agreement.
- g. to petition congress or a member of congress, individually or collectively or to furnish information to either House of Congress or to a committee or member thereof.

- h. to conduct his or her private life as he/she deems fit provided it does not interfere with the efficiency of the service as described under Title 5 USC.
- i. upon written request, as soon as possible, to review his/her Official Personnel Folder and may receive one copy of the contents of it free of charge and any future changes thereto.
- j. to be free from coercion to invest money, donate to charity, or participate in social activities, meetings, or undertakings not related to his/her performance, work or the mission of agency.
- k. to be annually informed by the employer of his/her rights to be represented by the union at any examination of an employee by a representatives of the employer in connection with an investigation if:
 - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee and
 - (2) the employee requests representation.
- l. to be informed by the employer that NFFE is the exclusive representative of employees. A union representative will be given an opportunity to meet and speak with new employees and to provide them an informational packet.
- m. of continuing established working conditions or past practices that are not covered by this agreement.
- n. to be informed of rules regulations and policies and any changes under which they are obligated to operate including their job duties and to whom they are directly responsible.
- o. to counseling sessions conducted privately and in such a manner so as to avoid public embarrassment to the employee.
- p. to the use of reasonable amount of official time for discussing, preparing, or filing complaints and when meeting with union representatives or management representatives concerning any complaint or working condition of the employee in accordance with the procedures outlined in Article 6.
- q. to the following consistent with applicable laws, rules, regulations, and this agreement:
 - (1) a method to express themselves concerning improvement of work methods and working conditions and
 - (2) use duty hours that are reasonable and necessary to discuss their problems with the Servicing Human Resources Office, EEO, UNION, Employee

ARTICLE 6

UNION REPRESENTATION

SECTION 1. The employer recognizes the officers and representatives of the union. The union shall provide the employer in writing a current and complete list of all authorized Local officers and representatives. No non-employee union representatives will be allowed access to the commissary without the written authority of the employer.

SECTION 2. Union officers and representatives will be authorized a reasonable amount of official time, subject to reasonable workload requirements to perform employee or union representational duties. Listed but not all inclusive are some of the reasons when official time will be provided:

- a. Discuss, investigate, and present grievances, appeals and complaints of employees or the union with respect to matters concerning conditions of employment.
- b. prepare and present a reply to a proposed disciplinary or adverse action.
- c. respond to a grievance against the union initiated by the employer.
- d. attend formal discussions and those examinations of an employee by the employer provided for in this agreement.
- e. attend meetings arranged by the employer and to respond to employer proposed changes to working conditions and other written correspondence.
- f. prepare and present a case at a hearing.
- g. perform other representational functions as necessary.

SECTION 3. Official time shall not be used for matters in connection with the internal operation of the union the collection of dues, assessment of other funds, the solicitation for membership, and the distribution of authorizations cards.

SECTION 4. Union representatives shall adhere to the following procedures in performing authorized representational work during duty hours as provided for in this agreement employees shall adhere to the provisions in this section that pertain to them:

- a. Each union representative will coordinate with his/her supervisor in advance regarding time to be spent on representational activities. Appendix I will be used for this purpose. Where circumstances permit, coordination will occur at least 24 hours in advance. The union representative will indicate the type of representational activity to be conducted and the length of time he/she anticipates being away from the work area. If additional time is needed, the union representative will contact his/her supervisor. If the supervisor determines that the union representative's presence on the job is necessary to meet operational needs and denies the request for official time,

the supervisor will indicate when official time will be granted. If release is not possible within 24 hours, the employer will provide the union with a letter giving the reasons the union official cannot be released on official time.

- b. Prior to entering an employee's work area, the union representative will coordinate with the employee's supervisor. If due to operational needs a meeting with the employee is not possible the supervisor will inform the union representative what time the employee will be available. If the employee is delayed more than 24 hours, any applicable contractual time frame involved shall be extended by an equivalent period. The supervisor will provide a private place for the meeting to be held unless the employee and his/her representative wish to meet elsewhere.
- c. The union representative will report to his/her supervisor when he/she returns to duty and they (union representative and supervisor) will jointly complete the Official Time Form (Appendix A).
- d. Employees may contact a member of the union for advice at anytime. These contacts shall be reasonable and held to a minimum. Employees will follow the procedures outlined above except the completion of the Official Time Form.
- e. Supervisors will respect the confidentiality of these matters.

SECTION 5. The employer shall grant a maximum total of 80 hours of official time during any year of this agreement to the union to attend union sponsored training. The contents of the training shall be within the scope of 5 USC 671 and of mutual benefit to the employer and the union. The employer may, at its discretion, allow the union additional official time for purposes of attending such training when additional time can be justified. All training that is jointly sponsored or the equivalent is not included in this bank of time and will be considered duty time.

SECTION 6. Union representatives shall be entitled to all benefits, rights, and privileges as any other employee with respect to time in grade, step increases, promotional opportunity etc.

ARTICLE 7

FACILITIES

SECTION 1. Union officers and stewards will have access to the employer's regulations when necessary in carrying out their representational duties.

SECTION 2. Union officers and stewards will have access to internal mail distribution systems.

SECTION 3. Union officers and stewards may use the employer's telephones and fax machines for local service and copy machines when available for carrying out official representational duties.

SECTION 4. The Employer will provide a private place for union officers and steward to meet with employees on representational matters. The use of such facilities will be coordinated with the employer.

SECTION 5. The employer may authorize the union the use of its facilities for unofficial business.

SECTION 6. The employer will provide the union with one bulletin board in each employee break area location for posting of union notices. The union is responsible for the contents posted and for maintaining it in an orderly manner.

SECTION 7. The employer will have sufficient copies of this agreement printed to distribute one (1) copy to each employee, to each new employee at the time of hire and provide fifty (50) copies to the union. The agreement will be printed in 5 ½" by 8 ½" booklet form with cost of printing to borne by the employer.

ARTICLE 8

DISCIPLINARY ACTIONS

SECTION 1. The employer shall determine when the need for disciplinary action occurs. Disciplinary actions must be based on just cause, include fair consideration and be consistent with applicable laws and regulations. In general, progressive discipline requires the least stringent penalty to motivate improved behavior.

SECTION 2. Disciplinary actions fall into 2 categories, informal (oral admonishment and warnings) and formal (letters of reprimand and suspensions of 14 days or less).

SECTION 3. Prior to making a determination as to whether or not disciplinary action is warranted the employer shall conduct a preliminary inquiry to document the facts. The inquiry shall include discussions with the employee(s) concerned as appropriate unless not available. The employee has the right to be represented by the union during these discussions with the employer if the employee requests representation.

SECTION 4. Disciplinary action will normally be initiated within a reasonable period of time following management's knowledge of the alleged incident. In cases that require a formal investigation or civil action generated outside the Commissary the period may be adjusted accordingly.

SECTION 5. An employee who is issued a written reprimand (the least formal disciplinary action) is entitled to:

- a. specific description of the infraction for which reprimanded.
- b. an opportunity to review the material relied upon to support the reprimand including an alleged violation of law, regulation and/or policy and
- c. advice concerning the employees right to grieve the action under the negotiated grievance procedure. A grievance must be filed at the step higher than the level that issued the reprimand unless it was issued by the Commissary Officer. Arbitration may be invoked only by the union.

SECTION 6. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. an advance written notice stating the specific reasons for the action including any alleged violation of laws, regulation and/or policy.
- b. the name of the deciding official to whom the employee may respond.
- c. be provided at least 15 calendar days following receipt of the proposed action to answer orally and/or writing and to furnish affidavits and other documentary evidence

in support of the employee's answer. Upon request of the employee or representative, the employer will consider reasonable requests for extensions.

- d. be represented by an attorney or other representative on the proposed action, including a union representative.
- e. be granted a reasonable amount of official time to receive copies and review the material relied on to support the reasons in the notice, to secure written statements and to prepare an answer to the notice, and
- f. a written decision and specific reasons therefore within a reasonable time after receipt of a written answer and/or a meeting.

SECTION 7. The decision letter will advise the employee of the right to be represented by the union, to grieve the matter under the negotiated grievance procedure, or under the EEO procedure if applicable. The effective date of a suspension will be no earlier than 10 calendar days from the date of the decision letter. A copy of the decision letter will be provided to the union, if requested by the employee. Only the union may invoke arbitration.

SECTION 8. Formal disciplinary actions will be documented in the employee's OPF in accordance with appropriate regulations. The employer may annotate informal actions in the supervisor's record of employee file, depending on the circumstances of the case, for a period not normally to exceed six months.

ARTICLE 9

ADVERSE ACTIONS

SECTION 1. Adverse actions will be administered in accordance with applicable laws government-wide regulations, DoD and DeCA directives, and this agreement. An adverse action will only be taken for such cause as will promote the efficiency of the service.

SECTION 2. An adverse action is a removal, suspension for more than 14 days or a reduction in grade or pay taken for cause, or a furlough for 30 days or less unless specifically excluded by law.

SECTION 3. Before determining whether an adverse action is warranted, the employer will conduct a preliminary inquiry to discover the facts. The inquiry shall include at a minimum discussions with the employee(s) concerned as appropriate.

SECTION 4. Adverse action will normally be initiated within a reasonable period of time following the employer's knowledge of the alleged incident. In cases that require a formal investigation or civil action generated above the commissary level this period may be adjusted accordingly.

SECTION 5. An employee against whom an adverse action is proposed is entitled to:

- a. an advanced written notice of at least 30 days stating the specific reasons for the proposed action. Where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, a lesser period will be warranted in accordance with law and regulation.
- b. be represented by an attorney or other representative, including a union representative must be designated in writing.
- c. be provided at least 20 calendar days following receipt of the proposed action to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the employee's answer. Upon request of the employee or representative the employer will consider reasonable request for extensions.
- d. the name of the deciding official to whom the employee may respond and
- e. a reasonable amount of official time to review the material relied upon by the employer in proposing the adverse action and for the purpose of preparing and submitting an oral and/or written answer.

SECTION 6. The deciding official shall be at a higher level in the Commissary than the proposing official unless he/she is the Commissary Officer. He/she will issue a written decision stating the specific reasons for that decision at the earliest practical date, after investigation (if necessary) and consideration of the employee's response and any mitigating factors. A copy of the decision letter will be provided to the union, if requested by the employee.

SECTION 7. The decision letter will advise the employee of the right to be represented by the union, grieve the matter under the negotiated grievance procedures, appeal the action to the Merit System Protection Board (MSPB) or appeal under the EEO procedure (if applicable). Only the union may invoke arbitration.

ARTICLE 10

OVERTIME

SECTION 1. Overtime will be compensated in accordance with applicable laws and regulations. The employer has the right to assign overtime. The employer will minimize overtime consistent with operational needs and as efficiently and expeditiously as practicable. Employees shall be notified of planned overtime when that determination is made, and of unplanned overtime at least one (1) hour in advance.

SECTION 2. When overtime work is required, the employer will consider the knowledge, skills, and abilities of available employees. The employer will first ask for volunteers. If there are no volunteers:

- a. the employer will use the inverse order of seniority to distribute overtime.
- b. an employee may be released from working overtime if another equally qualified employee is available who is willing to work that overtime.
- c. the employer may upon request by an employee, relieve the employee from a callback assignment if it would result in (1) a hardship to the employee or (2) the employer can find another employee available who is qualified to perform the work in a safe and efficient manner.

SECTION 3. Pursuant to Part 551, Subpart D, 5 C.F.R., all time spent by an employee performing an activity for the benefit of the employer and under the control or direction of the employer is "hours of work" and may be compensable in accordance with applicable provisions of law and regulation. If the employer requires an employee to carry a pager during non duty hours, the employer will notify the union and bargain as appropriate.

SECTION 4. Callback overtime shall be for no less than two (2) hours regardless if the full two (2) hours are worked. If the callback time is less than two (2) hours before the employee's regular shift is to begin two hours overtime shall be paid. If an employee works four (4) or more hours overtime immediately following/preceding the employee's regular shift, the employee shall normally be given no less than eight (8) hours rest before reporting to his/her next regular shift.

SECTION 5. Overtime worked will be credited in not less than 15 minutes intervals.

ARTICLE 11

HOURS OF WORK

SECTION 1. Subject to law and regulation the administrative workweek begins on Sunday at 0001 hours and ends the following Saturday at 2400 hours.

SECTION 2. The employer will make a reasonable effort to assign employees to a regularly assigned workweek to the extent possible by workload commitments, facilities and space. When necessitated by mission requirement, with justification for such actions submitted to the union, employees may be assigned a different administrative or basic workweek on a temporary basis. All work schedule changes must be posted prior to the beginning of the administrative workweek affected unless there is an emergency. Normally the employer will post work schedules at least two weeks in advance.

SECTION 3. Tours of duty will be so arranged to allow two (2) consecutive days off unless rendered impossible by shift rotation or workload factors.

SECTION 4. If there is to be a temporary change (less than one pay period) in the days or hours in an employee's basic workweek, the employer shall inform the affected employee(s) when such determination is made and it will be posted as shown above. The change shall be recorded on the employee's time card or other document for recording work. If the employer decides to change the shift of an entire organizational segment, the union shall be notified and be provided the opportunity to negotiate, prior to any changes being made. When a proposed change affects less than an entire organizational segment, the union representative in the affected commissary shall be notified and be provided the opportunity to negotiate as appropriate.

SECTION 5. If an employee is required to work through his/her regular lunch period because of an emergency, the employer may reschedule the employee's lunch period, job requirements permitting. Whenever possible, the alternate lunch period will be within an hour of the normal lunch period. The employee will have an uninterrupted lunch period. If this is not possible, the employee will be paid overtime for the lunch period. If an employee cannot take a non-paid lunch on a regular basis, the employee will have a 20 minute paid lunch period.

ARTICLE 12

RIGHT TO INFORMATION

SECTION 1. The employer shall provide to the union, upon the union's request data:

- a. which is normally maintained by the employer in the regular course of business.
- b. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

SECTION 2. In order to be acted on, each union request for data must provide information as to what is being requested and why the data is necessary and relevant.

SECTION 3. The employer may deny requests for data when the employer determines that:

- a. the data is not available to the employer;
- b. the data has been previously provided to the union;
- c. the data constitutes guidance, advice, counsel, or training for management officials or supervisors;
- d. the data excessively interferes with any employees right to privacy; and
- e. the release of the data is otherwise prohibited by law.

SECTION 4. If the employer denies a union request for data, the employer shall give the union the specific reasons for the denial in writing.

ARTICLE 13

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This grievance procedure shall be the exclusive procedure available to the parties and employee's for resolving grievances which fall within its coverage, including questions of grievability and arbitrability. However, the parties and employees may elect to use the Alternative Dispute Resolution procedure in lieu of this procedure. For the purpose of this agreement a "grievance" means any complaint by:

- a. any employee concerning any matter relating to the employment of the employee.
- b. by the union concerning any matter relating to the employment of any employee, or
- c. by the employee, the union, or the employer concerning:
 - (1) the effect or interpretation, or claim of breach of this agreement, or
 - (2) any claim, violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment unless otherwise provided for elsewhere in this agreement, or other applicable provisions of law.

SECTION 2. Most grievances can be settled promptly and satisfactorily and on an informal basis at the immediate supervisory level. Every effort will be made by the parties to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. Official time during working hours will be allowed for employees to discuss and present grievances.

SECTION 3. The grievance procedure shall not apply to any grievance concerning:

- a. any claimed violation of Subchapter III or Chapter 73 of the Civil Service Reform Act of 1978 (relating to prohibited political activities).
- b. retirement, life insurance, or health insurance.
- c. any examination, certification, or appointment.
- d. the classification of any position which does not result in the reduction in grade or pay of the employee.
- e. the separation of any employee during the employee's probationary period.
- f. non-selection from a group of properly rated and ranked candidates.
- g. separation of temporary employee's with assignments of less than 90 days.

- h. proposal letters which provide the employee an opportunity to submit a written response and which any decision thereof would be subject to grievance, and
- i. individual appeals of reduction in force actions (this does not exclude the union from grieving RIF or the procedures used, etc.)

SECTION 4. Employees may present a grievance on their own behalf without intervention of the union; however, the union has the right to be present during the grievance proceeding in its role as the exclusive representative.

SECTION 5. The following procedure shall apply in processing a grievance covered by this agreement:

STEP 1: The employee, accompanied by his or her representative, shall discuss the grievance with his/her immediate supervisor. He/She will specifically state the nature of the grievance and what provision of this agreement (if applicable) has allegedly been violated and the corrective action desired. The supervisor will render a written decision to the employee within ten (10) work days of the discussion with a copy to the employee's representative. For a grievance to be processed under this procedure, it must be presented within 30 calendar days after the alleged violation occurred or the grievant learned of the occurrence. In the event the decision of the immediate supervisor is unacceptable, the grievance may be submitted to STEP 2 by the employee or his/her representative within 15 calendar days following the receipt of the decision.

STEP 2: The appeal of the STEP 1 decision shall be submitted to the next level supervisor in writing stating the specific action being grieved, the nature of the grievance, the provisions of the agreement (if applicable) in question, a copy of the STEP 1 response, and the corrective action desired. A meeting may be called by the next level supervisor or the employee's representative. The next level supervisor his/her shall render his/her decision in writing within 20 calendar days after receipt of the STEP 2 grievance or the meeting if a meeting is held, in no case more than 30 days after the next level supervisor received the STEP 2 grievance. In the event the decision of the next level supervisor is unacceptable, the union may refer the matter to arbitration in accordance with the provision of this agreement.

SECTION 6. Should two or more employees have identical grievances (the dissatisfaction expressed and the relief requested is the same), the grievances may be joined and processed as one grievance with the decision applicable to all.

SECTION 7. In order for the grievance to be considered timely and processed under the procedure above, it must have been filed at each step within the stated time limits, unless an extension has been granted. Failure of the filing party to observe time limits shall constitute withdrawal of the grievance. Failure of the responding party to observe the time limits for rendering a decision at each step will allow the filing party to move the grievance to the next step in the grievance/arbitration procedures.

SECTION 8. In the event that either party should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be amended to include that issue. Non-grievability or

non-arbitrability shall be raised by the party making the allegation not later than the final written decision. A bench decision will be made on these issues (see Article 14).

SECTION 9. In the event the supervisor is involved with any aspect of the grievance it shall be elevated to the next level in the chain of command. If the Store Director is involved in the matter being grieved, the Zone Manager will make the STEP 2 decision.

SECTION 10. A grievance will be submitted in writing to the Commissary Officer if initiated by the union or to the president of the local if initiated by the employer. Such grievances must be presented within 15 calendar days from the specific act or occurrence, or from when the party became aware of the act or occurrence, or at any time when it concerns dissatisfactions with continuing conditions. Representatives of the two parties will meet to as soon as possible, but not later than 15 calendar days, to discuss the dispute and attempt to resolve it. The responding party will render a final decision within 15 calendar days of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the parties. If the dispute is not settled, either party may submit the matter to arbitration in accordance with the procedures contained in the agreement. Upon mutual agreement, the grievance will be submitted to mediation prior to or in lieu of arbitration. If it is in lieu of arbitration, it shall be binding on both sides.

ARTICLE 14

ARBITRATION

SECTION 1. If the employer and the union fail to settle any grievance arising under this agreement, such grievance may be referred to arbitration upon written notice by the grieving party to the responding party within 20 calendar days following the conclusion of the last step of the grievance procedure.

SECTION 2. The process for selecting an arbitrator and proceeding to hearing (if applicable) shall be as follows:

- a. Within 20 calendar days from the date of the notice that a party has invoked arbitration, the employer will write to the Federal Mediation and Conciliation Service (FMCS) and request a list of seven (7) arbitrators. A copy will be served on the union. The FMCS will be requested to provide arbitrators with Federal experience on the issue in the grievance. The moving party will pay the fee cost for the list of arbitrators.
- b. Within 15 calendar days from the date of the letter to FMCS, the parties will meet to attempt to define the issue to be arbitrated and to explore all possible avenues for compromise resolution.
- c. Within 15 calendar days following the receipt of the FMCS list, the parties will meet to select an arbitrator from the list. If one cannot be mutually agreed upon, then the employer and the union shall alternately strike names from the list until one name remains and that will be the selected arbitrator. The party to strike the first name shall be determined by a flip of a coin.
- d. Within 15 calendar days of selection of the arbitrator, the employer will notify the arbitrator in writing of the parties' selection and request a list of available dates as to when a hearing may be held. A copy will be served on the union.
- e. Within 15 calendar days of receipt of a response from the arbitrator by both parties, the parties will meet to select a hearing date.
- f. Within 15 calendar days of selection of a hearing date the employer will notify the arbitrator of the date selected. A copy will be served on the union.
- g. For whatever reason, should it become necessary to select a different arbitrator and/or different hearing date, the process outlined will be repeated as necessary.
- h. Failure of either party to comply with the time limits set forth without just cause shall allow the other party to unilaterally proceed.

SECTION 3. The arbitration process will be a formal hearing unless the parties agree to one of the following:

- a. Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. Each side will have 30 minutes to present a closing statement on their case before a decision is made.
- b. A stipulation of facts or written submissions to the arbitrator can be used when both parties agree to the facts at issue and/or a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are submitted to the arbitrator with a request for a decision based upon the facts presented.

SECTION 4. The arbitrator will hear any threshold issue(s) and make a bench decision prior to hearing the merits of the case. If the ruling is that the threshold issue(s) is grievable/arbitrable, the hearing will continue on the merits unless otherwise mutually agreed to by the parties.

SECTION 5. The arbitration hearing shall be held during the regular day shift working hours, excluding weekends. The aggrieved employee, the union representative, the technical advisor, and necessary witnesses as determined by the arbitrator shall be in a pay status without charge to annual leave while participating in the arbitration proceedings if they are employee's. All employee's as stated above who are not regularly scheduled to be on duty during the hearing date(s) and hours will be assigned to the regular day shift during their participation in the hearing as needed.

SECTION 6. The parties will request the arbitrator to render his/her decision as quickly as possible.

SECTION 7. Subject to 5 USC 7122, the arbitrator's award shall be binding on the parties unless it is challenged within the prescribed time limits.

SECTION 8. The arbitrator's fee and expenses shall be borne by the losing party, as determined by the arbitrator. If the arbitrator determines that the case decision is equally split, the parties will split the fee accordingly. The fee, per diem, and travel allowances shall not exceed that provided by applicable regulations. A transcript may be made in any arbitration hearing at the request of either party. The cost will be borne by the requesting party, unless a mutual arrangement has been made in advance.

SECTION 9. The arbitrator does not have the authority to change, add to or delete from the agreement as such authority belongs only to the parties.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Equal employment opportunity (EEO) shall be afforded all employees on the basis of merit. Therefore, there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, or non-disqualifying handicapping conditions.

SECTION 2. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. submission to such conduct is made either explicitly or implicit a term of condition of an individual's employment.
- b. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- c. such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

SECTION 3. Any employee alleging discrimination on any basis cited in Section 1 above may process the matter under the applicable regulatory procedure, or grieve the issue through the negotiated grievance procedure in this agreement.

SECTION 4. A current list of counselors will be posted in conspicuous locations at the Commissary and will show their activity designations, telephone numbers, and other pertinent information.

SECTION 5. The employee shall have the right to select a representative of his/her choice including a union representative. If a union representative is chosen, official time shall be granted in accordance with the agreement. If a personal representative is chosen, official time will be granted in accordance with EEO regulations.

ARTICLE 16

ENVIRONMENTAL DIFFERENTIAL PAY/HAZARD WEATHER

SECTION 1. The employer and union have as one of their continuing objectives the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusually severe nature. Even when an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk which contribute to or cause the hazard, physical hardship or working conditions of an unusually severe nature. The authorization of environmental differential pay is not an approval of working practices which circumvent safety rules and regulations.

SECTION 2. The union will be notified of any new work situations which qualify for environmental differential pay.

SECTION 3. Subject to 5 CFR 550, hazard pay differential (additional pay for the performance of hazardous duty or duty involving physical hardship) shall be authorized:

- a. for “duty involving physical hardship”, which means a duty which may in itself be hazardous but which causes extreme physical hardship or distress and which is not adequately alleviated by protective or mechanical devices, such as duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, exposure to fumes, dust, or noise which causes nausea, skin, eye, ear, or nose irritation; and
- b. for “hazardous duty”, which means a duty performed under circumstances in which an accident could result in serious injury or death, such as a duty performed on a high structure where protective facilities are not used, or on an open structure where adverse condition such as darkness, lightning, steady rain, or high wind velocity exists.

SECTION 4. The employer will notify employees promptly when environmental pay is authorized in accordance with the categories of environmental differentials defined in 5 CFR 532. If at any time during a job assignment an employee believes that additional pay is warranted, the employee should call the matter to the attention of the supervisor who will advise the employee within a reasonable period of time if additional pay is warranted. Upon an employee’s request, the employer will make available a copy of 5 CFR 532. A grievance concerning unresolved complaints regarding environmental differential pay will be initiated at STEP 2 of the negotiated grievance procedure.

SECTION 5. Employees exposed to more than one hazard, hardship or condition as listed in 5 CFR 532 at the same time shall be paid for that exposure which results in the highest environmental differential, but shall not be paid more than one differential for the same hours of work. Employees performing work on second and third shifts shall receive applicable shift differential pay in addition to any environmental differential pay which is authorized.

SECTION 6. When an environmental differential is paid on the basis of all hours in a pay status, employees will also be paid the differential during a period of overtime that occurs on the same day. When employees are paid environmental differential on an actual exposure basis, they will be paid that differential at the overtime rate only if the exposure for which the differential at the overtime rate only if the exposure for which the differential is authorized occurs during the overtime period.

SECTION 7. Environmental differential for General Schedule (GS) employees will be paid in accordance with 5 CFR 550, Appendix A. Hazard pay for Federal Wage System (WG/WL) employees will be in accordance with 5 CFR 532, Appendix A.

ARTICLE 17

MERIT STAFFING

SECTION 1. Positions will be filled in accordance with the principles and procedures of the Federal Merit Promotion and Staffing Programs and applicable laws, rules, and regulations, and this agreement.

SECTION 2. The employer may announce a bargaining unit position vacancy in whatever area they need to obtain a sufficient number of best qualified candidates for promotion. Posting of all in-house vacancies will be for at least 7 calendar days on all official bulletin boards and the union will be provided a copy of all position announcements.

SECTION 3. Announcements may be extended to cover any amendments after the issue date. Copies of all amendments will be posted on all official bulletin boards.

SECTION 4. Employees are encouraged to seek guidance from the employer if they are interested in learning about career opportunities within DeCA. These employees may be furnished information about lines of career progression, education requirements, available job opportunities, etc.

ARTICLE 18

DETAILS AND WORK ASSIGNMENTS

SECTION 1. Details are official personnel actions by which the employee receives credit for experience and training while the employee is assigned away from his/her official position, but receives the salary of their assigned position. Employees, when detailed for periods of less than 30 calendar days, should submit a SF-172, obtained from his/her supervisor or designee, to the servicing personnel office for inclusion in their Official Personnel Folder. The supervisor or designee will certify the SF-172 and forward to the servicing Human Resources office.

SECTION 2. EMPLOYEES may be verbally detailed for periods up to 30 days under conditions authorized by appropriate regulations. No official written notice needs to be given, except that the supervisor or designee will discuss with the selected employee the reasons for the action, nature of duties and responsibilities to be performed and the approximate or proposed length of the detail. When a detail assigns an employee to duties other than his/her official job description for over 30 days, but not more than 120 days, a SF-50 will be prepared. The employer agrees that employees should be paid consistent with the duties and responsibilities of the position to which he/she is placed. Therefore, supervisors or designee will consider temporary promotion of employees detailed into higher graded unit positions where it is reasonably expected that the detail will exceed 60 days. Details will be made in accordance with all government-wide rules regulations. When a detail is to an established position of higher grade for a period of more than 120 days, and when temporary promotion is determined to be feasible, the competitive provisions of the merit promotion regulations will apply.

ARTICLE 19

WORKFORCE ADJUSTMENT

SECTION 1. Occasions may arise when adjustments of the work force may be necessary by reduction in force, transfers of function, or reorganization. The following definitions apply to this Agreement:

- a. Reduction in force (RIF) means the release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive days, or 22 workdays within one (1) year from the first day the furlough is to be effected, or reassignment requiring displacement.
- b. Transfer of function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.
- c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

SECTION 2. The employer shall notify the union when a RIF, TOF or reorganization may be necessary. The notification shall be in the form of a written notice, which shall contain the following information:

- a. a RIF, TOF or reorganization may be necessary;
- b. the reason(s) for the RIF, TOF or reorganization ;
- c. the approximated number of positions or employees affected; and
- d. the proposed effective date.

The employer shall notify the union of the positions and employees impacted when that information is available.

SECTION 3. Affected employees shall be offered counseling services concerning retirement eligibility and benefits, the Department of Defense Priority Placement Program (PPP) and other available job placement, training and reemployment programs.

ARTICLE 20

JOB GRADING AND POSITION CLASSIFICATION

SECTION 1. Subject to the provisions of the law, regulations and this agreement, any employee who believes that his/her job is improperly graded or classified may discuss the matter with his/her supervisor. The supervisor shall, upon an employee's request, arrange for a review by a specialist from the servicing Human Resources office. This review shall include discussions with the employee to determine the employee's actual, regular work assignments over a representative current period of time. The employee and the supervisor will be advised of the results of the review. If the employee is dissatisfied, he/she is advised of the procedure for appealing the grading or classification of the job. Upon the union's request, the employer will provide a copy of the applicable job grading or position classification standards.

SECTION 2. All employees will be provided copies of their job/position descriptions, employees will be provided copies of any approved amendments or revisions.

SECTION 3. An employee who files a classification or job grading appeal with the agency will be provided a copy of all documentation entered into the case file by the employer, including any information required as part of an appeal and which is not readily available to the employee.

SECTION 4. An employee may request a desk audit if he/she determines that he/she is performing duties outside of his/her job/position description. If the desk audit reveals that the Employee is regularly performing duties of a higher grade, the employee maybe promoted or the employer may remove the higher graded duties. If the employee is dissatisfied with the job description, he/she can file a classification appeal.

ARTICLE 21

PERFORMANCE MANAGEMENT

SECTION 1. A performance appraisal program will be utilized in compliance with Chapter 43 of Title 5, U.S.C., and appropriate agency regulations which:

- a. provides for periodic appraisals of job performance of employees, with a minimum of a mid-cycle review.
- b. encourages employees (and their union representative's if requested) participation in establishing performance standards and elements, and
- c. uses the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

At any time this program is proposed to be changed, the union will be given a copy of any proposed changes and an opportunity to negotiate on it and propose new changes.

All employees who have worked in their positions for the minimum amount of time necessary to meet the minimum appraisals period requirement, will receive a performance appraisal which will be based on a comparison of the employee's performance with the standards and elements established consistent with the employee's job/position descriptions. The employee and the supervisor will discuss his/her overall performance on an as needed basis. When a narrative record results from such counseling the affected employee shall be given a copy of the record and shall have the right to make written comments concerning any disagreement with the record. These written comments shall be attached to and become a part of the record.

SECTION 2. The employer retains final authority in the identification of critical performance elements. The employer shall establish performance standards which are consistent with the establishment of performance standards are not grievable. However, employees may grieve their standards if they are consistent with law, this agreement and/or with the duties and responsibilities of their job/position descriptions.

SECTION 3. UNACCEPTABLE PERFORMANCE:

- a. At any time during the appraisal cycle that an employee's performance in one or more critical elements becomes unacceptable, the supervisor shall provide specific examples of the critical element(s) for which performance is unacceptable and the action that needs to be taken by the employee to improve the performance to an acceptable level. The supervisor will discuss with the employee ways of improving performance. The supervisor shall be available to the employee and shall give the employee a reasonable opportunity to demonstrate acceptable performance before proposing adverse action, normally 60 to 90 days.

- b. Should be remedial action fail and the employee's performance continues to be unacceptable the employee may be removed from his/her position by reassignment reduction in grade or termination.
- c. An employee whose reduction in grade or removal is proposed under this Article is entitled to:
 - (1) thirty (30) calendar days advance written notice of the proposed action which identifies
 - (a) specific instances of unacceptable performance by the employee on which the proposed action is based, and
 - (b) the critical elements of the employee's performance standards involved in each instance of unacceptable performance
 - (2) be represented by the union, an attorney or other representative.
 - (3) a reasonable time, at least 15 calendar days, to answer orally and/or writing (a reasonable request for extension will be granted), and,
 - (4) a written decision which specifies the instances of unacceptable performance by the employee on which the action is based. The written decision will advise the employee of the right to appeal to the Merit System Protection Board, to file a grievance under the negotiated grievance procedure, or file under any other applicable statutory appeal procedure. The employee elects the procedure to be used when initiating his/her grievance or appeal in writing.

ARTICLE 22

LEAVE ADMINISTRATION

SECTION 1. The employer will administer the leave program according to appropriate laws and regulations.

SECTION 2. ANNUAL LEAVE:

- a. Employee requests for annual leave may be granted subject to workload and manpower requirement. Requests for annual leave will be submitted on an appropriate form in advance of when the leave is to be taken, except in emergency situations. An employee who is unable to report for duty due to emergency and unforeseen circumstances is responsible for personally notifying his/her supervisor or appropriate official prior to beginning of the employee's work day. Unusual employee situations which preclude an employee from contacting the appropriate official to request leave within the time limit will be considered on a case by case basis.
- b. The union recognizes that the nature of the employer's mission is such that workload and manpower needs are subject to fluctuation, and that the employer will therefore find it necessary at times to curtail the use of leave and in other times to liberalize it.
- c. When there is a conflict between two or more employees requesting scheduled leave for a particular time or when the employer needs to cancel leave for one or more employees due to operational requirements, the following will be considered:
 - (1) employees who have worked for the employer at least one year;
 - (2) employees who did not receive the same time, especially on holidays or special seasons, the previous year;
 - (3) emergency or hardship situations, and
 - (4) service computation date.

SECTION 3. SICK LEAVE:

- a. Employees shall earn sick leave in accordance with applicable laws and regulations employees are encouraged to conserve sick leave so that it will be available to them in case of extended illness in the future.
- b. Sick leave may be granted to employees when they are incapacitated from the performance of their duties by illness or injury or in other circumstances as set forth by applicable regulations or laws. An employee who becomes ill at home and is unable to report for work shall notify the available appropriate official on the first day of the absence, as soon he/she is aware of the anticipated absence but not earlier than

one hour prior to or after the beginning of his/her work shift. This requirement may be waived when extenuating circumstances occur. An employee sent home from work because of illness shall be subject to the foregoing reporting requirements on the following work day if still incapacitated. When an absence due to illness extends into subsequent workdays, the employee will not be required to contact the supervisor to request leave each day if he/she has advised the supervisor of the expected length of the absence in advance. If the illness should last longer than originally expected, the supervisor must be contacted again. Furthermore, if the employee provides preliminary medical documentation justifying an extended absence for medical reasons, the requests may be waived until the end of the medical extension.

- c. Normally, an application for sick leave for medical, dental, and optical examination or treatment will be submitted for approval as far in advance as possible and specify the date and time of the appointment.
- d. Normally, employees suspected of sick leave abuse will be advised in advance in writing of any modified requirement for the approval of sick leave. All written notices shall explain in detail why the requirement has been established and what actions must be taken in order to get it removed. In all cases, the written notice shall be reviewed with the employee no later than six months afterward. If no sick leave misuse is shown during the six month period the requirement shall be removed. Six months after the requirement is removed, the notice will be removed from all records. If the notice is continued, the employee will be notified in writing of the reason(s) for the continuance. Use of all available leave or absence on approved leave on occasions does not in itself constitute misuse of sick leave.
- e. For the purpose of this Article, a medical certificate is a written statement signed by a physician or his/her staff certifying the employee's incapacitation. Medical certification of release to return to work is a signed written statement that states the employee is capable of returning to normal duties or specifying the limiting conditions and the expected durations of such conditions.
- f. The following procedures apply for medical certification of sick leave and return to duty:
 - (1) Employees who have been sick for more than three (3) consecutive workdays will normally be required to provide a medical certificate signed by the attending physician or his/her staff. If the employee has an illness or disease not requiring medical attention, a medical certificate may not be required by the supervisor. The employer may waive the requirement to provide a medical certificate for justifiable reasons.
 - (2) If the employee reports/returns to duty after less than three (3) workdays and the employer has just cause to believe the employee is incapacitated, based on his work performance, the employer may refer the employee for a medical exam.

- (3) If the employee is found qualified by the appropriate medical staff to resume regular duties, the employee may immediately report back to his/her supervisor. The time the employee spends at a medical facility will be considered duty time, and all expenses of the examinations will be paid for by the employer.
 - (4) If the medical examiner determines that the employee is not fit for duty, the employee will be sent home or to a medical facility as appropriate and offered sick leave.
- g. Advanced Sick Leave. Sick leave may be granted to an employee in advance of its actual accrual to the extent that leave will occur to him/her during the current year. All available accumulated sick leave must be exhausted.
- (1) In the case of temporary employees, advanced sick leave shall not exceed an appointment which is reasonably assured will be earned during the current leave year or the term of the appointment, whichever is shorter.
 - (2) Advanced sick leave will not be given to an employee when it is known he/she is contemplating retirement or resignation, or where it is anticipated that the employee is to be separated. There must be a reasonable assurance that the employee will return to duty.
 - (3) A disabled veteran must be granted sick leave or annual leave, as appropriate, or leave without pay, if necessary, for medical treatment when he/she submits an official statement from a duly constituted medical authority that medical treatment is required. If practicable, the veteran must give prior notice of the period during which his absence for treatment will occur.

SECTION 4. ADMINISTRATIVE DISCRETION:

- a. There are numerous instances when employees are absent from their normal duties to perform acts or services officially sanctioned by the employer. In performing this act or services, employees remain under management control or jurisdiction and are thus considered in a duty status. Supervisors may be authorized to make individual determinations that the act or service is job-related and not chargeable to leave and to place reasonable limits on the length of such absences from normal assignments. For example:
- (1) Employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. Normally the excusable time will not exceed four (4) hours, plus travel time, except in unusual cases.
 - (2) Excused tardiness and brief absences is limited to periods of less than one (1) hour.

- (3) Employees will be excused for examinations taken at the request of the employer.
- (4) Employees may be excused to participate in interviews when competition is for a position within the employer's jurisdiction.
- (5) Employees will be granted excused absence to vote when the polls are not open at least three hours before or three hours after an employee's working hours.
- (6) Employees who are veterans of declared wars or who served in a campaign or expedition for which a campaign medal has been authorized, or who are members of an honor or ceremonial group of those veterans may be granted excused absence for up to four (4) hours in any one day to participate as an active pallbearer or a member of a firing squad or guard of honor in a funeral ceremony for a member of the armed services whose remains are returned from abroad for final interment in the United States.

SECTION 5. MATERNITY/PARTERNITY ABSENCES:

- a. The Employer may grant employees sick leave, annual leave, leave without pay or any combination thereof for maternity or adoption reasons.
- b. If an employee's incapacitation for duty continues beyond the approved period, the usual rules on the granting of sick leave, or leave without pay, as appropriate apply.
- c. The employer may grant employees annual leave, sick leave or leave without pay for purposes of aiding, assisting or caring for a wife or minor children during maternity leave or for adoption purposes.

SECTION 6. LEAVE WITHOUT PAY (LWOP):

- a. LWOP is a temporary authorized non-pay status and absence from duty which may be granted upon the employee's request. The LWOP is a matter of administrative discretion of the employer. Requests for LWOP will be considered on a case by case basis.
- b. As a basic condition for approval of extended LWOP (in cases not involving transferring military and civilian dependent) there should be reasonable expectation that the employee will return at the end of the approval period. In addition, one of the following benefits will result; increased job ability, protection or improvement of the employee's health, or retention of a desirable employee, or be of a benefit to the government.
- c. LWOP may be granted to an injured employee for up to one (1) year while the employee is receiving injury compensation under 5 U.S.C. 8101.

SECTION 7. Employees will be allowed leave, as provided by the Family Medical Leave Act and sick leave to care for a family member with a serious health condition.

ARTICLE 23

HEALTH AND SAFETY

SECTION 1. The employer will comply with all applicable laws, regulations and this agreement which concern occupational safety and health matters. The employer will provide and maintain safe and healthful working conditions and improve unsafe conditions. The parties will cooperate in efforts to reduce accidents, injuries and health hazards.

SECTION 2.

- a. The employer will provide training required by laws and regulations and other training determined necessary for effective employee performance. Training will be provided to inform employees of correct and safe operational procedures and will include specialized job safety training appropriate for the work performed. Employees will participate in training to ensure an understanding of the safety measures involved in the performance of assignments and applicable laws and standards.
- b. The employer will furnish personal protective clothing and equipment and necessary instruction to employees when it is needed. Employees will wear protective clothing when required and use protective devices furnished to them in the performance of duties, in accordance with government-wide rules and regulations.

SECTION 3. The employer will establish a safety and health inspection program and conduct inspections as needed on a regular basis to identify unsafe and unhealthful conditions, operations, facilities and equipment. Written inspection reports will be developed, and notices of hazardous conditions will be posted at or near hazardous locations until the hazard is corrected. A union representative will be given the opportunity to accompany the inspector. These provisions apply to all agency, activity or OSHA inspections.

SECTION 4. IMMINENT DANGER SITUATION:

- a. The term imminent danger means any conditions or practices in the work place which could reasonably cause death or serious physical harm immediately or before such danger can be eliminated through normal procedures.
- b. When an employee, during the course of performance of official duties, believes he/she is exposed to a health or safety hazard which presents an imminent danger which may cause death or serious physical harm, the employee shall immediately notify the nearest available supervisor. The employee has the right to decline to perform his/her assigned task if he/she has a reasonable belief that under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The employer shall make an evaluation of the situation and after discussions with appropriate safety personnel, make a decision as to whether work may proceed. If the employee

disagrees with the determination of the employer, the employee may grieve the decision under the negotiated grievance procedure. If it is determined that an imminent danger exists, the employee will not be obligated to return to the assignment until the imminent danger is removed.

SECTION 5. If the employer determines that an employee should be sent home or to a medical facility for treatment of injury or illness and the employee is unable to drive, the employer shall arrange for the necessary transportation.

SECTION 6. GENERAL SAFETY AND HEALTH:

- a. The employer shall conduct, as needed, industrial hygiene studies of environmental conditions to identify those which may impair an employee's health. Such studies shall also be initiated in response to an employee's reasonable complaint.
- b. The employer shall provide physical examinations and/or medical testing to employees who may be or have been exposed to potentially dangerous or unhealthy working conditions.
- c. Whenever a Government-owned motor vehicle is determined to be unsafe by the employer, the vehicle shall not be taken out of service until it has been restored to a safe operating condition.
- d. The use and operation of equipment, forklifts and other powered industrial trucks will be in accordance with applicable DeCA directives. Employees will examine equipment and vehicles assigned to them at the beginning of each shift. If the examination shows any condition adversely affecting the safety of the equipment or vehicle, this condition shall be reported to the employer who shall determine if the equipment or vehicle will be placed in service.
- e. Clean and adequate break areas will be furnished by the employer as close to the work site as possible and reasonable for the utilization of the employee during the lunch period and break periods. Where practical, the employer will provide a refrigerator and microwave oven in the break areas.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employee Assistance Program is established to help employees with health problems such as alcohol or drug abuse or with other personal problems that may also result in impaired job performance. This program is available to all employees and is conducted in a confidential manner consistent with applicable laws, rules, regulations and this agreement.

SECTION 2: Employees job security and promotional opportunities will not be jeopardized solely by participating in the Employee Assistance Program's counseling or referral services either voluntary or through referral.

SECTION 3. A key element in assisting an employee in need of rehabilitating treatment is for the person to recognize the problem and be willing to accept treatment. Employee participation in the program is voluntary. When an employee refuses an offer of help or fails to respond to treatment and job performance or conduct is adversely affected, the employer may take other action.

SECTION 4. The union encourages employee support of the Employee Assistance Program.

ARTICLE 25

UNFAIR LABOR PRACTICES

SECTION 1. The resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practice (ULP) should be handled informally if possible. In an effort to resolve such issues, the complaining PARTY shall request a meeting with the charged PARTY within 15 days of complaint.

SECTION 2. If no informal resolution is reached, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. All time limitations prescribed in law and FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by this informal resolution period.

ARTICLE 26

COMMERICAL ACTIVITIES

SECTION 1. The employer will notify the union of studies of any contracting out of work function that may have an adverse effect on the employees. Additionally, the employer will provide to the union copies of all releasable information available concerning proposed contracting out. The union understands that some of this information may be subject to confidentiality.

SECTION 2. The employer will comply with Office of Management and Budget (OMB) Circular A-76 and other laws, rules, and regulations as appropriate relative to contracting out, including this agreement. Any disputes will be handled in accordance with OMB Circular A-76. During the process of Commercial Activity (CA) study, periodic briefings will be conducted by the employer for the union to provide appropriate information on the matter. Briefings will also be held by the employer and the union for employees to inform them of matters dealing with contracting out.

SECTION 3. The employer will provide the union the opportunity to negotiate as appropriate.

ARTICLE 27

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER

SECTION 1. Direct Deposit/Electronic Funds Transfer (DD/EFT) is the standard method of payment of pay of employees. DD/EFT is a payment method which allows individuals to have their net pay sent directly to the account of choice at their designated financial institution. DD/EFT participants benefit from: increased security of the transaction (no check to be lost or stolen); automatic deposit of their money at the opening of business on the payment date; and the elimination of special trips to deposit or cash Treasury checks. DoD benefits from the elimination of the costs of printing, mailing, and processing individual checks.

ARTICLE 28

PAYROLL ALLOTMENT OF DUES

SECTION 1: The employer shall deduct union dues from the pay of employees, subject to the following provisions:

- a. The union will procure standard form 1187 “Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues,” and furnish them to employees desiring to authorize an allotment for withholding of dues from their pay;
- b. The union President or designee will certify each SF-1187 and will insert the amount to be withheld and will submit completed SF-1187 to the Store Point of Contact (SPOC). The forms for employees that are determined to be ineligible will be returned to the union with reasons given for the ineligible determination;
- c. Allotments will be effective after the conclusion of the first full pay period after receipt of the SF-1187’s by the servicing Human Resources Office, and
- d. The union will promptly notify the servicing Human Resources Office within five (5) calendar days, in writing, when the union terminates an employee’s membership.

SECTION 2. The payroll office will prepare and forward a biweekly remittance check at the close of each pay period for which deductions are made to National Federation of Federal Employees, 805 NW, Suite, 500, Washington, DC 20005. If this addresses changes, the union will notify the employer promptly and no less 30 calendar days of the new address. The check will be for the total amount of dues withheld for that pay period. The payroll office shall forward to the union at the above address, a listing of the members and the amounts withheld. The list shall include the names of those employees for whom allotments have been permanently or temporarily stopped and the reasons.

SECTION 3. A member may voluntarily revoke an allotment for payment of dues by filling out SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. After receipt of the SF-1188 by the servicing Human Resources Office the revocation will become effective on the next anniversary of the date when the deduction began, provided the SF-1188 is received in the servicing Human Resources Office within twenty (20) days prior to the anniversary date.

ARTICLE 29

INJURY COMPENSATION

SECTION 1. The employer recognizes the long term nature of its commitment to employees who have suffered job/related injuries or illnesses, and will provide to employees not only the appropriate physical care and other benefits to which they are entitled but also other appropriate support necessary for rehabilitation and return to duty. The employer will implement the Federal Employees Compensation Act to be consistent with other applicable laws and regulations. The parties will cooperate fully in the program to reduce the costs through safety programs, safe employee performance, and report valid claims for on-the job injuries or illnesses.

SECTION 2. The employer may establish a light duty program for injured employees to permit them, medical restrictions permitting, to remain on the job during medical treatment and rehabilitation, and a return-to-work program geared to rehiring eligible rehabilitated injured workers into necessary and meaningful jobs and removing them from OWCP compensation rolls.

SECTION 3. The employer will maintain safe and healthy working conditions practices and assist employees who are injured to obtain medical care and lost wage benefits to which they are entitled. The employer will keep the employee on the job following the injury, or, if this is not feasible, to return the employee to work as soon as possible.

SECTION 4. Employees will be responsible for:

- a. using safe work practices and proper safety equipment;
- b. completing all required forms accurately, on a time, and providing required information to their supervisors promptly in support of compensations claims;
- c. obtaining necessary medical treatment;
- d. participating in rehabilitation programs as required by their physician;
- e. cooperating in placement actions to return to duty; and
- f. returning to work when rehabilitated and released by their physician or OWCP

ARTICLE 30

TRAINING AND DEVELOPMENT

SECTION 1: Employees should take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for advancement or as a prerequisite for further training provided by the employer in their occupational fields.

SECTION 2. When advance knowledge of the impact of pending technological changes is available, the union will be notified of training opportunities to be afforded employees. Upon request, the union will be provided relevant data.

SECTION 3. Upon request, employees will be counseled on training and development that is job related and available at no cost. The employer will provide required job related training at no cost.

ARTICLE 31

DURATION OF AGREEMENT

SECTION 1: This agreement will become effective on the date of approval by the Head of the Agency or on the 31st day following the date of execution of this agreement by the parties at the table, whichever comes first. The duration of this agreement will be for three (3) years from the effective date. This agreement shall be terminated at any time it is determined that the union is no longer entitled to exclusive recognition under 5 U.S.C. 71. The parties will give written notification for the purpose of either amending or extending this agreement or commencing the negotiations of a new agreement, if either party serves notice on the other party not more than 105 days nor less than 60 days prior to the end of the contract period.

SECTION 2: If neither party serves notice of intent to renegotiate, this agreement will be automatically extended for a succeeding three (3) year period after the third (3rd) year described above. In that case, it will be renegotiated if either party serves notice on the other of intent to renegotiate during the period 105 days to 60 days prior to the expiration of the three (3) year roll-over period.

SECTION 3: This agreement may be opened for amendments and supplements one time at the end of the 18 month of the initial three (3) year duration of this contract for up to 5 articles per party if either party so requests within the 30 days prior to the end of the 18th month. Any requests for amendments/supplements shall be in writing and must include a summary of the issue being proposed. Within 20 calendar days after the receipt of the request, representatives of the parties shall meet to discuss and negotiate those issues. No changes shall be considered other than those directly related to the subject of the proposed amendments/supplements. Any amendments/supplements on which agreement is reached shall be duly executed by both parties and will become effective upon approval by the agency head or on the 31st day after the signing of the agreed to changes, whichever occurs first.

SECTION 4: The parties will conduct a one hour training session with managers and Union stewards on the new changes to this Collective Bargaining Agreement, after final DoD Agency Head approval. This training session will be conducted at a mutually agreed upon location, date, and time.

APPENDIX A

OFFICIAL TIME REQUEST

1. UNION officials and their supervisors should become familiar with Article 6 of the AGREEMENT.

2. In accordance with Article 6 of the AGREEMENT governing the use of official time, the following information will be completed by all UNION officials and given to their supervisor prior to requesting time.
 - a. Name of employee or supervisor to be contacted _____
(This will only be filled out if the UNION official is to visit an employee or supervisor on the work site and you need your supervisor to assist you with the appointment)

 - b. Nature of Contact: (UNION official will check one of the following)

____ Negotiations
____ Labor-Management Relations (Committee work, etc.)
____ Grievance Procedure (Investigating, preparing, delivering and meeting with management officials to resolve grievances)
____ Informal Complaints
____ Serving as UNION representative at third party hearings
____ Representing the UNION at meetings as specifically provided in other articles of this agreement.
____ Serving as an agent of the employer when assigned to participate as a data collector in a wage survey.

 - c. Dates of official time requested: _____.

 - d. Expected duration of official time _____(hours) (to be filled out by UNION official)

 - e. Actual duration of official time _____ (hours) (filled out by supervisor)

 - f. Location of meeting _____ (filled out by UNION official) (Actual location of where you will be)

3. UNION officials, it's important that you fill out this official time request and give it to your supervisor Official time is authorized under the law and within the AGREEMENT it's important that you work with your supervisor and ensure this form is filled out correctly.

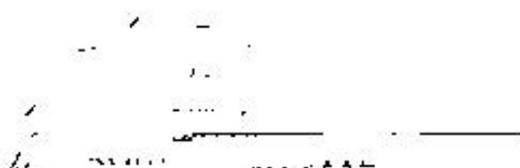
UNION official (request)

Supervisor (approved, if not approved give reason on back)

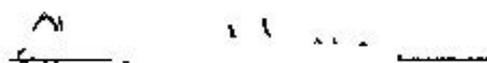
The PARTIES have entered into this AGREEMENT on the 5th day of November 2008

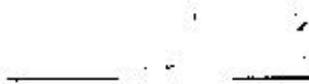
FOR THE EMPLOYER

FOR THE UNION

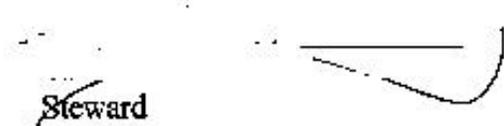

Chief Negotiator


Chief Negotiator


Labor Relations Specialist


NFFE Local 1953 President


Store Director


Steward

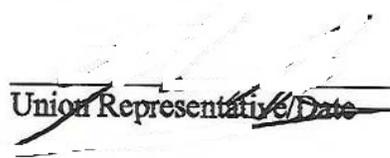
Memorandum of Agreement

This Memorandum of Agreement documents that the Defense Commissary Agency, Barksdale Air Force Base Commissary and the National Federation of Federal Employees, International Association of Machinists, AFL-CIO (NFFE), Local 1953 have agreed to exclude the provisions of the negotiated collective bargaining agreement that were disapproved by the Civilian Personnel Management Service.

For the Agency

For the Union


Management Representative/Date 3/26/2009


~~Union Representative/Date~~

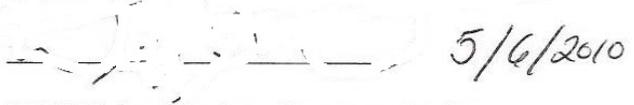
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Defense Commissary Agency (DeCA) and the National Federation of Federal Employees (NFFE) Union addresses the consolidation of the DeCA bargaining units represented by NFFE at Corpus Christi and Kingsville, Texas, Vandenberg, California, Fort Sill, Oklahoma, and Barksdale, Louisiana into one unit under one collective bargaining agreement until a decision on the petition for consolidation has been issued by the Federal Labor Relations Authority.

It is agreed that NFFE will submit a petition for consolidation of the bargaining unit to the Federal Labor Relations Authority. Additionally, it is agreed that the DeCA and NFFE will adhere to the negotiated collective bargaining agreement between DeCA Barksdale AFB Commissary and NFFE for all of the above named bargaining units in those locations. Dues deductions will continue as currently established within those locations, however, the procedures set forth within the negotiated collective bargaining agreement between DeCA Barksdale AFB Commissary and NFFE will be the proper procedures for changes, cancelations, and any other business pertaining to union dues.

For the Agency

For the Union

Handwritten signature and date for the Agency, dated 5/19/2010.Handwritten signature and date for the Union, dated 5/6/2010.

Management Representative/Date

NFFE National Business Representative/Date



UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEFENSE COMMISSARY AGENCY
(Agency)

-and-

NATIONAL FEDERATION OF FEDERAL
EMPLOYEES, AFL-CIO
(Petitioner/Labor Organization)

CASE NO. WA-RP-10-0049

CERTIFICATION OF CONSOLIDATION OF UNITS

In accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. and the implementing Regulations of the Federal Labor Relations Authority;

Pursuant to the authority vested in the undersigned and 5 U.S.C. §7112(d), on July 28, 2010, I found that four bargaining units at the above-named Agency should be consolidated. The bargaining units were first certified in Case Nos.: DA-RO-40037 (Nov. 9, 1994); SF-RO-40070 (Aug. 2, 1994); DA-RO-40017 (Jun. 8, 1994); DA-AC-40020 (Aug. 29, 1995); DA-RO-40026 (Nov. 22, 1995). All parties waived their right to file an application for review under §2422.31 of the Authority's Regulations.

Accordingly, it is certified that the National Federation of Federal Employees, AFL-CIO is the exclusive representative of all employees of the above-named Agency in a consolidated unit:

Included: All nonprofessional general schedule employees and wage schedule employees of the Defense Commissary Agency located at Fort Sill, OK; Vandenberg AFB, CA; Barksdale AFB, LA; Corpus Christi, TX; and Kingsville, TX.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

FEDERAL LABOR RELATIONS AUTHORITY

_____, Regional Director
Washington Regional Office

Dated: July 28, 2010

Certificate of Service

I certify that copies of the Certification in Case No. WA-RP-10-0049 have this day been mailed by first-class mail to the following parties:

Defense Commissary Agency
1300 E Avenue
Fort Lee, VA 23801

National Federation of Federal Employees
4195 Old Hwy 64 E
Hayesville, NC 28904

General Counsel
Office of the General Counsel
Federal Labor Relations Authority
1400 K Street, NW, 2nd Floor
Washington, D.C. 20424-0001

Federal Mediation and Conciliation Service
2100 K Street NW
Washington, DC 20427

U.S. Office of Personnel Management
Partnership and Labor Relations
1900 E Street NW, Room 7H28
Washington, DC 20415

, Office Manager

Dated: July 28, 2010