

**Collective Bargaining Agreement
Between**

**DAYTON SWITCH POINT/CONSOLIDATION CENTER
ARMY AND AIR FORCE EXCHANGE SERVICE**

And

**GENERAL TRUCK DRIVERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 957**

**AFFILIATED WITH THE
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
Of America**

Teamster and AAFES Logo

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AGREEMENT

THIS AGREEMENT is severally made and entered into by and between the ARMY AND AIR FORCE EXCHANGE SERVICE, DAYTON SWITCH POINT/CONSOLIDATION CENTER (hereinafter referred to as the Employer) and GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 957 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the Union).

WITNESSETH: That for the purpose of facilitating a peaceful adjustment of differences that may arise from time to time, and for promoting harmony and efficiency, to the end that the employees and the Employer may be mutually benefitted, the parties

hereto contract and agree with each other as follows:

PREAMBLE

In accordance with Title VII of Public Law 95-454, this Agreement is entered into between the Army and Air Force Exchange Service, Dayton Switch Point/Consolidation Center hereinafter referred to as the "Employer," and General Truck Drivers, Chauffeurs, Warehousemen, and Helpers, Local No. 957, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union." Collectively, the Employer and the Union shall be known as the "Parties."

Whereas, it is the intent and purpose of the parties hereto to promote and improve the efficiency of the administration of the Army and Air Force Exchange Service by requiring high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas, it is the intent and purpose of the parties to promote the well-being of the employees in consonance with the spirit and intent of Public Law 95-454 by providing employees means for amicable discussions and adjustment of matters of mutual interest relative to personnel policies, practices, procedures, and matters affecting other conditions of their employment; and

Whereas, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas, in accordance with Public Law 95-454, the Union is prohibited from calling or engaging in any strike, work stoppage, or slowdown against the Employer,

Now, therefore, the parties hereto, intending to be bound hereby, agree as follows:

The words "he," "him," "his," or "himself" when used in this Agreement represent both men and women, unless otherwise stated.

ARTICLE 1

RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the following unit of employees:

INCLUDED: All regular full-time and regular part-time hourly paid employees including truck drivers employed by the Army and Air Force Exchange Service, Dayton Switch Point/Consolidation Center, located at Defense Electronics Supply Center, Dayton, Ohio.

EXCLUDED: All temporary full-time and temporary part-time employees (employed for a period of 90 days or less nonrecurring or not to exceed 180 days based on a specific event nonrecurring); professional employees, casuals, intermittent, guards, watchmen, confidential employees, switch drivers with duty status other than Dayton, Ohio, management officials, managerial trainees, employees engaged in personnel work in other than a purely clerical capacity, and supervisors as defined in Title VII, Federal Service Labor-Management Relations, Public Law 95-454.

1.2 The Union, as the exclusive representative of the employees in the unit, recognizes the responsibility of representing the interests of all employees in the unit without regard to race, color, creed, age, sex or national origin and without regard to labor organization membership with respect to grievances, personnel policies, practices procedures, and other matters affecting the morale and general working conditions of said employees in the unit. The Union is entitled to act for and to negotiate agreements covering all employees in the unit.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

2.1 In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities including policies set forth in Army and Air Force Exchange Service (hereinafter referred to as AAFES) directives; by published policies and regulations in existence at the time the Agreement is approved; and by subsequently published agency policies and regulations required by law, or authorized by the terms of a controlling agreement at a higher agency level.

2.2 Nothing contained in this Article shall limit the Union, AAFES and/or employee in the exercise of their rights under the grievance and arbitration procedures contained in this Agreement.

ARTICLE 3

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

3.1 Matters appropriate for consultation and negotiation between the parties are all Personnel policies, practices, programs, procedures related to working conditions and/or other matters affecting general working conditions which are within the discretion of the Employer.

3.2 In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation to meet and confer imposed by 5 USC 7101-7135. However, such obligation does not include matters with respect to the

mission of Army and Air Force Exchange Service, Dayton Switch Point/Consolidation Center, its budget; its organization; the number of employees; and the numbers, types and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices.

3.3 It is further recognized that no provision of this Article shall limit the Union in the exercise of its rights under law to meet with management and confer on matters outside this Agreement.

3.4 It is further agreed and understood that the Employer will consult with the Union before making changes of prior benefits, practices and understandings which are within the discretion of the facility manager/foreman and have been mutually acceptable to the Employer and the Union but which are not specifically covered by this Agreement.

3.5 It is agreed and understood that in an matters and discussions between the Union and Management, the Foreman/Manager and/or his designated representative will have final authority in making decisions as regards day-to-day operations and problems affecting relations and/or working conditions of employees. In matters which involve the Union, Management will deal directly with the representative or representatives that will be designated in writing by the Union.

ARTICLE 4

RIGHTS OF EMPLOYEES

4.1 The Employer and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in 5 USC 7101-7135, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority.

4.2 Each employee has the right, regardless of whether he is a member of a labor organization, to bring matters of personal concern to the attention of appropriate officials under applicable law, rules, regulations, or established agency policy; or to choose his own representative in a grievance.

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

4.4 The Employer agrees that all provisions of this Agreement and of applicable laws, Executive Orders, and regulations shall be applied fairly and equitably to all employees in the unit.

4.5 Employees have the right of access to an AAFES regulations which pertain to their employment at any reasonable time. Employees are encouraged to become familiar with such regulations.

4.6 The employee shall be notified in writing of his right to Union representation in disciplinary or adverse action except in case of oral reprimand.

ARTICLE 5

RIGHTS OF EMPLOYER

5.1 Management officials of the Agency retain the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; the numbers, types, and grades of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; and

b. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

d. With respect to filling positions, to make selections for appointments 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 agency mission during emergencies.

ARTICLE 6

RIGHTS OF THE UNION

6.1 The Union, as representative of the employees in the Unit, shall have the right to present its views to the Employer, either orally or in writing, on any matters of concern involving conditions of employment which are appropriate, according to the Provisions of Law, Regulations, and Articles of this Agreement; and if either party so requests, the Employer and the Union agree to meet in an effort to resolve the matter which created the concern.

6.2 The Employer will normally consult with the Union before promulgating written notices and instructions that affect Unit employees' conditions of employment and will provide a copy to the Union. Further access will be provided to:

a. Applicable AAFES Regulations, directives and manuals.

- b. Job and/or Position Description pertaining to employees covered by this Agreement.

ARTICLE 7

VOLUNTARY ALLOTMENT OF UNION DUES

7.1 Eligible Employees: A member of the Union in good standing who is employed in the unit for which the Union has been accorded exclusive recognition and whose net salary after other legal and required deduction is regularly sufficient to cover the amount of the authorized allotment may make a voluntary allotment to only one recognized union. Dues are defined as the regular periodic amount required to maintain a member in good standing with the unit but shall not include such items as initiation fees, special assessments, back dues, fines and similar items.

7.2 In application of the allotment arrangements, the Union shall be responsible for:

- a. Purchasing Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.
- b. Distributing copies of SF 1187 to its members.
- c. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.
- d. Educating eligible employees as to the procedure in revoking allotments.
- e. Certifying SF 1187s completed by eligible employees as to the amount of dues.
- f. Refunding any unauthorized deduction or excess payments either to the

employee or Employer as required.

7.3 The Employer shall post a notice on appropriate bulletin board within the unit to inform employees:

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

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

c. That allotment deduction will take effect during the first pay period beginning after the allotment form, properly completed, signed and certified has been received and processed in the Human Resources Office and the appropriate personnel action has been processed.

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

e. That an employee may revoke his allotment at any time between 1 October and 31 December, providing that such employee has been on dues allotment for a minimum period of 12 months and providing that such employee must submit his own revocation request to his Foreman/Manager for forwarding to the Human Resources Office.

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

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

b. The Union's treasurer will certify an SF 1187s the correct amount of regular dues of eligible employees to be deducted each bi-weekly pay period.

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

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

e. Changes in the amount of regular dues, not more frequently than once every 24 months, may be made upon receipt of a certification from the Union's treasurer and such changes will be effective with the beginning of the pay period after the receipt of the notification in the Human Resources Office.

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

payroll office.

g. Revocations of allotments submitted at the request of an employee will be effective as set forth in paragraph 3b. Allotments will be automatically terminated on the effective date of the action for employees who:

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

h. Normal deductions will be made by the payroll office in an bi-weekly pay periods even though an employee may not be liable for dues during certain periods.

i. The Employer will make the remittance for dues withholding bi-weekly. The check will be made payable to the local Union and will be forwarded to Secretary-Treasurer, Teamster Local Union No. 957, 2719 Armstrong Lane, Dayton, Ohio 45414. It will be accompanied by the Union Dues Deduction Report containing the following:

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

ARTICLE 8

UNION REPRESENTATION

8.1 The Employer agrees to recognize the Unit Chief Steward and other Stewards duly selected and authorized by the Union. The Union shall elect and/or appoint the Unit Chief Steward and other Stewards from among the employees in the bargaining unit. The Union agrees to furnish management with the names of the Chief Steward and the Stewards.

8.2 The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union, of the names of its officers and representatives as changes (additions/deletions) occur.

8.3 The primary responsibility of a Steward is his/her assigned duty as an Exchange Service employee. As an official of the Union, the Steward has accepted the Union authorities and responsibilities for discussions with management officials on policy matters affecting working conditions of employees within the unit.

8.4 Stewards will be released from their assigned duties to represent employees or to fulfill their union duties of discussing policy matters affecting working conditions if the workload

permits. The steward will notify his/her immediate supervisor of the nature and estimated duration of a meeting where his/her presence is required. If workload conditions permit, the immediate supervisor will release the steward/employee from their assigned duties and advise him/her of the conditions of the release. If immediate release is not possible, the supervisor will arrange with the steward/employee and an parties concerned for the earliest mutually agreed upon time.

8.5 Solicitation of membership or dues, and other internal business of the Union, shall be conducted during the non-duty hours of the employees concerned.

8.6 If it is planned to transfer a Steward, or representative from one work shift and/or work location to another, the Employer will inform the Union prior to taking such action.

8.7 Representatives of the Union who are not employees of the Employer upon request to the Foreman/Manager may be admitted to exchange facilities in accordance with applicable regulations for the purpose of meeting with the Employer during working hours on matters appropriate under this Agreement.

8.8 It is agreed that the Chief Steward, upon proper identification shall have the privilege of reasonable telephone communication with the Business Representative during normal duty hours.

ARTICLE 9

HOURS OF WORK

9.1 The administrative work week will consist of seven (7) consecutive days extending from 0001 hour Saturday to 2400 hours the following Friday.

9.2 The regular scheduled workweek consists of the specific hours during the administrative work week that the employee is scheduled to work.

9.3 The regular scheduled work week will not exceed forty (40) hours. Except where inconsistent with operational need, the hours will not be scheduled for more than five (5) days in an administrative work week.

9.4 Changes in the regular scheduled work week will be posted on the Bulletin Board and otherwise brought to the attention of the employees at least one week prior to the effective date of the new schedule except in emergencies. Frequent changes of the regular scheduled work week will not be made. Wherever a change in facility operating hours is contemplated, an appropriate Union representative will be advised prior to implementation of the new operating hours.

9.5 No employee will be permitted to work more than six (6) hours in any workday without a meal period. Meal periods will be scheduled as near the middle of a shift as possible, in keeping with business requirements. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain at their work area. Upon determination by the Employer, however, employees may be scheduled to have their meal period on the job. In such case, the employees will be authorized total of twenty (20) minutes during a designated period in which they may have their meal. Such meal periods are considered time worked. On-the-job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period.

9.6 Employees working six (6) hours or less will be authorized one fifteen (15) minute rest period and employees working more than six (6) hours will be authorized two (2) fifteen (15) minute rest periods during the work day.

ARTICLE 10

OVERTIME

10.1 Overtime is defined as time worked in excess of forty (40) hours during the administrative work week or more than eight (8) hours during a work day. All authorized work performed in excess of forty (40) hours in any one administrative work week or eight (8) hours in any work day shall be compensated for at one and one-half times the employee's regular rate of pay. All time in a pay status shall be counted in determining the payment of overtime for work performed in excess of forty (40) hours in a work week or eight (8) hours in a work day.

10.2 Overtime shall be distributed equitably among employees of the same job classification within an activity. First consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees best qualified to do the job.

10.3 Upon receipt of a timely request, an employee will be excused from a planned overtime assignment provided another employee in the section or activity affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following his, will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

10.4 Employees reporting for call-back overtime will be paid for at least two (2) hours.

10.5 The Employer will provide the Union, upon request, necessary pertinent information concerning overtime hours worked to aid in resolving alleged inequities in overtime distribution within a particular job classification. It is agreed that records of overtime worked will be maintained by the Employer and shall be disposed of in accordance with applicable regulations governing records disposition.

10.6 Unless unusual circumstances arise, overtime work should be scheduled and notice should be provided at least one (1) week in advance. An employee will not be required to work overtime without at least one (1) day's notice, except in emergencies. Employees may be utilized to work overtime without any prior notice on a voluntary basis.

ARTICLE 11

HOLIDAYS

11.1 The following are observed as legal holidays:

- a. New Year's Day
- b. Martin Luther King's Birthday

- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Christmas Day
- k. Any other day proclaimed by Federal law or Executive Order.

ARTICLE 12

VACATION LEAVE

12.1 Regular full time and regular part time employees shall accrue vacation leave in accordance with applicable regulations. Each employee must apply in writing for approval of leave. Applications for vacation leave will be considered promptly and will be approved in advance of granting leave. Approval of an employee's request for accumulated vacation leave shall be granted, subject to operating requirements, and provided that the employee gives his supervisor reasonable advance notice. Approval may be withdrawn only in case of operational need. When employees can be spared from their duties, vacation leave will be granted freely for personal purposes. When advance authorization for such leave is not obtained, the employee will be carried in an AWOL status, except where it is determined that the absence was excusable because of circumstances which rendered prior application impracticable. When the Employer finds it necessary to cancel previously approved leave, and/or deny the specific period requested by an employee, the reasons for such action will be explained in full to the affected employee. In such cases the employee and the supervisor, as soon as possible, will try to agree on a new schedule for the leave.

12.2 Vacation Leave Accrual Rates:

a. Vacation leave will accrue as follows:

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

(2) Employees with three years but less than 15 years of service will accrue 7 1/2 percent of the total regular hours worked (excluding overtime), except that for the final bi-weekly period of the fiscal year, it will accrue at a rate of 12 1/2 percent.

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

12.3. Maximum Accrual:

a. HPP employees may not have more than 240 hours of accrued leave as provided for in paragraph 12-7 below.

b. Employees with accrued leave in excess of the limit specified above for the end of the last complete payroll period in the fiscal year will lose the excess except if the leave is lost through no fault of the employee under the restored leave program as defined in Public Law 92-392.

12.4 Pay in Lieu of Leave: Employees who have accrued leave at the time of separation or conversion to any employment category other than regular full-time and regular part-time will be paid for all accrued leave.

12.5 An employee's request for planned vacation (five work days or longer) shall normally be granted when his request is submitted reasonably in advance, subject to operating requirements. In order that all eligible employees receive fair and equal consideration in the grant of vacation leave, charts of scheduled leave will be maintained. Employees will indicate their desire for leave on these charts. This will not preclude an employee from requesting leave on other dates or asking for leave on shorter notice; however, employees who specify desired periods on the leave charts will be given preference for the periods requested. So far as possible, with due consideration to operating requirements, vacation leave will be granted to employees for the periods requested. When two or more employees of the same section or activity request leave for the identical period at the same time, and the presence of one or more of these employees is essential to the efficient and continued operation of the section or activity, the employee who is senior in creditable nonappropriated fund service will be given preference for the period requested. When an employee has made his selection, he shall not be permitted to change when it affects the choice of another employee. The supervisor will approve a change in selection provided another employee's choice is not disturbed, or such change is mutually agreed upon by both the affected employees, and the employee can be spared from his duties. A copy of the approved tentative leave schedule will be posted on the Bulletin Board.

12.6 In the case of transfer of an employee from one organizational element to another, previously scheduled leave for vacation purposes shall be discussed with the gaining supervisor for confirmation.

ARTICLE 12 (continued)

12.7 The Employer will make every reasonable effort to grant leave when an employee's accrual exceeds 240 hours in a year.

a. A Regular Part-Time HPP associate may have up to 240 hours of annual leave accrued at the end of the last pay period of the fiscal year.

b. A Regular Full-Time HPP associate may have up to 240 hours of annual leave

accrued at the end of the last pay period that includes the associate's selected Annual Leave Write-Off Date.*

* This will be a one-time selected date by the associate and will be either the associate's birthday or retirement participation anniversary date.

12.8 The Employer will announce any planned shutdown or reduction of operations to employees as far in advance as practicable. During any period of shutdown or reduced operations, a reasonable effort will be made to provide other available work for employees not having annual leave to their credit.

12.9 When an AAFES facility is forced to close due to military necessity, weather conditions, an act of God, or other events beyond the control of AAFES management, the employees of the closed facility may, with 24 hours notice, be placed on annual leave with or without the consent of the affected employees. If an affected employee does not have sufficient leave credit, he may be placed on LWOP. An employee will be in a normal pay status on the first regularly scheduled workday following receipt or publication of the 24- hour advance notice period.

12.10 Operating requirements permitting, employees shall be granted time off to observe religious holy days of their faith. Such time off will be charged to vacation leave, if available, and if none available, to leave without pay.

12.11 Advance payment for vacation leave will be authorized when the employee will be on leave five (5) working days or longer and will be on leave on the normally scheduled payday, when requested.

ARTICLE 13

SICK LEAVE

13.1 Regular full-time and regular part-time employees shall earn and be granted sick leave in accordance with applicable regulations.

13.2 Sick leave, if available, shall be granted employees incapacitated for the performance of their duties by sickness, injury or pregnancy and confinement; or for medical, dental or optical examination or treatment; or where a member of the employee's household has a contagious disease ordinarily subject to quarantine, and which might endanger the health of others with whom the employee works. Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of that absence or as soon thereafter as possible.

13.3 When the situation permits, application for sick leave, for medical, dental, and optical examinations or treatment will be submitted and approved in advance.

13.4 Medical certificates for periods of sick leave less than three (3) days may be required only upon specific approval by the second line supervisor. The Employer may require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty in individual cases if there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee will first be advised that, because of his

questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about improvement in his sick leave record he will be advised that all future requests for sick leave must be supported by a medical certificate.

13.5 It is agreed that all cases requiring a medical certificate for each absence shall be reviewed by the next higher level supervisor, for the purpose of determining whether such requirement can be eliminated, and that such review shall take place not later than six (6) months from date of documentation on the employee's counseling card that a medical certificate was required and each six (6) months thereafter if not previously rescinded.

Following each formal review, the employee will be notified whether the restriction is to be lifted or to be continued on the basis of his sick leave record.

13.6 Official written notice of abuse of sick leave shall not be issued on the basis of absences claimed on sick leave which has been documented with a doctor's statement from a physician acceptable to the Employer certifying incapacity for duty.

13.7 When an employee is absent for illness or injury for three (3) or more consecutive work days, the application for sick leave must be supported by a medical certificate. When an employee is on sick leave more than two (2) weeks (except for pregnancy and confinements), the employee will be required to present a medical certificate not less frequently than once every two (2) weeks. When it is not reasonable to obtain a doctor's certificate, a certificate by the employee relating the facts of the illness may be accepted.

13.8 Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of paragraph 5 of this Article and applicable regulations.

ARTICLE 13 (continued)

13.9 Recurring Sick Leave:

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

13.10 Unearned sick leave may be advanced to an employee in cases of serious illness or disability upon his request not exceeding a maximum of 240 hours in accordance with

applicable regulations, provided the employee's accrued sick and vacation leave has been exhausted, he has not established a pattern of sick leave abuse, and he furnishes reasonable evidence of returning to work on a permanent basis. Where it is known that an employee is to be returned or where it is known that an employee is to be retired or where it is anticipated that he is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

ARTICLE 14

FUNERAL LEAVE

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

14.2 In all such cases employees shall be granted up to three (3) workdays of administrative leave, provided death or imminent death involves a member of the immediate family of the employee or the employee's spouse, i.e., children, parents, brothers and sisters, and any other members of the employee's household.

ARTICLE 15

ADMINISTRATIVE LEAVE

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

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

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

15.4 When the Employer determines that severe weather conditions exist, including flood and other acts of God, all unit employees will be notified in accordance with applicable directives of any abatement of operations and said employees will be entitled to administrative leave pursuant to applicable regulations.

15.5 Employees on other types of leave at the time of any such severe weather abatement of operations shall not be affected by the grant of administrative leave hereunder.

ARTICLE 16

DETAILS AND TEMPORARY PROMOTIONS

16.1 Employees may be detailed to a position for not more than 14 calendar days (a personnel action is not required) to meet temporary staffing requirements caused by absences, unfilled positions, special projects, unusual workloads, or pending other personnel action such as promotion or transfers without a change in grade or rate of pay. A detail may be to a lower, equal, or higher graded position, except that no employee will be detailed to a position clearly inconsistent with his skill and experience. level.

16.2 Employees may be temporarily promoted to a higher graded position for the same or similar reason as for details if the period of time is to be longer than 14 calendar days (a personnel action will be processed). Employees will be impartially selected for temporary promotion on the basis of availability and suitability for performing the duties of the position. Such temporary promotion selections may be made as an exception to the competitive promotion selection procedures. Employees serving under a temporary promotion assignment may only be considered for regular promotion under established promotion procedures.

16.3 Temporary promotions will be effective from the first day of the pay period coincident with or following the first day of the temporary assignment and will not exceed the end of the pay period coincident with or following the 180th calendar day of the temporary assignment.

16.4 Unless an employee is regularly promoted under the competitive promotion procedure he/she will be returned to the former grade and step at conclusion of the temporary assignment. Such return does not constitute a downgrade or adverse action and no notice is required. Service time in the temporary promotion grade will be credited toward eligibility for step advancement for which he/she would have been eligible in the former grade.

16.5 When an HPP employee is temporarily promoted to a position for 90 days or more a performance evaluation will be prepared by the first line supervisor of the position to which the employee is temporarily promoted.

ARTICLE 17

REDUCTION-IN-FORCE

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

17.2 The Employer will notify the Union when it is determined that a reduction-in-force is necessary. Prior to the issuance of official notices to the employees involved in a reduction-

in-force action, the Employer will notify the Union of the anticipated spaces abolished, the approximate date when personnel actions will be initially effected and reasons for the reduction-in-force. The Employer agrees to consult with the Union on the RIF and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

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

a. The average of the last three (3) Performance Evaluation Report (PER) scores within the last four years prior to the PER cutoff date. If the employee has less than three (3), the average of the existing PER scores. Computations will include PERs for employees with a PER cutoff date of the last day of the month which is at least **30** days prior to the effective date of the RIF.

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

c. Two points for each AAFES EDP/PDP course completed satisfactorily and two points for each course approved under the AAFES Tuition Assistance Program and completed satisfactorily. A maximum (total) of six (6) points may be applied for RIF calculation purposes.

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

17.4 In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to implement the following actions:

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

b. Curtail conversion of temporary employees to regular employees.

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

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

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

17.5 Affected employees will be furnished the necessary official time, along with their Union Representative, to review their OPFs. In the event an employee does challenge the score and prevails, the RIF roster will be revised accordingly. In the event that the employee relies on any information which is not contained in his/her OPF, the burden of producing supporting documentation shall rest with the employee, after the Employer has made every reasonable effort at verification.

ARTICLE 17 (continued)

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

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

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

17.8 The Employer further agrees that separated employees of the unit in a reduction in force will be offered positions at the same or lower grade from which separated for which they are qualified that develop within two (2) years after the reduction in force, providing such employees maintain an application on file with the personnel office and respond to a letter sent to the address of record within ten (10) calendar days from date of such letter. A copy of 17.9 such letters will be furnished the Union. If the employee does not respond, his name will be removed from the reemployment list. Employees will be reinstated to positions in order of RIF retention score, with the employee with the highest RIF retention score being reinstated first.

17.10 The Parties agree to the following arrangements for employees affected by RIF:

- a. A Job Information bulletin board will be created. A committee, composed of one representative each from the Employer and the Union, will contact local employers to obtain information on job availability or interest in affected employees. Any other information which

would be beneficial to affected employees in job search efforts will be posted on these bulletin boards.

b. All affected employees identified for separation due to RIF will be provided a SF-8, Notice to Employee About Unemployment Insurance, at least two weeks prior to their last day of employment. The Human Resources Office (HRO) will explain the purpose of the form, and advise affected employees to submit the form to the local Unemployment Office should they wish to file unemployment benefit claims.

c. The Employer will contact the local Unemployment Office within one week of release of advance notices to advise that agency of the number and type (by job) of affected employees to be separated. The Employer will assist affected employees in the preparation of resumes, to include final typing. The Employer will invite a representative of the local Unemployment Office to visit the AAFES activity conducting RIF to interview affected employees. If deemed appropriate by the local Unemployment Office, the Employer agrees to forward copies of affected employees' resumes.

d. The Employer will develop a list of Federal employers within the local commuting area, and contact those employers by telephone to determine whether positions are available for employees affected by the RIF. The Employer will also request information regarding application procedures, and make that information available to affected employees. There will be an initial contact, and follow-up contacts by telephone.

e. The Employer will make readily available reinstatement eligibility forms for employees who may move from the area seeking suitable jobs within the Exchange Service. If employees will indicate, prior to separation, an interest in position availability at a specific AAFES location, the Employer agrees to obtain information on position vacancies at that location, and to take other appropriate action to assist the employee in obtaining AAFES employment at that location. The Employer agrees to continue such assistance for any employee, separated due to RIF, for the duration of his/her reinstatement eligibility.

f. Eligible employees separated due to RIF will receive Severance Pay in the amount of one week's base pay for each year of continuous service up to 4 years of service. This pay will be paid in a lump sum payment at the same hourly rate received prior to separation. The maximum amount of severance pay allowable will be 4 weeks' pay. The Employer agrees that severance pay will be paid to affected employees two weeks following the final pay check.

ARTICLE 17 (continued)

g. In the event the Dayton Switch Point/Consolidation Center ceases to exist due to the entire installation being closed which results in the separation (RIF) of all assigned employees, the following exceptions to paragraph f above will apply for the conduct of Reduction-In-Force for all assigned bargaining unit employees:

(1) ANNUAL LEAVE CARRYOVER:

HPPs may accrue, carryover to their next year's leave write off date (Birthday or Retirement Participation date), and be paid up to a maximum of 448 hours

of annual leave. Associates may carryover annual leave hours not more than two years prior to the announced closing date of the installation (eg. Announced closure date is January 1998; associates may begin carrying over annual leave hours to a maximum of 448 hours beginning no earlier than January 1996).

(2) SEVERANCE PAY:

This provision is applicable to HPPs at base/post closing locations and is an exception to the severance pay procedures on page 3-22, EOP 15-10, Managing Human Resources.

This exception to policy provides severance pay up to a maximum of one year's base pay to be administered at closing installations as follows:

One week's base pay for each year of continuous creditable service for the first 10 years; two week's pay beyond the first 10 years.

Give partial credit for each full three months of continuous regular service as follows:

Less than 10 years, entitlement is 25 percent of one week's pay for each full three months of service.

Greater than 10 years, entitlement is 25 percent of two week's pay for each three months of service.

h. The Employer agrees that accrued Annual Leave will be paid in a lump sum on employees' final pay checks. Payment of employees' retirement contribution will also be paid on final pay checks to those employees with less than 3 years participation in the Retirement Plan. Employees with more than 3 years participation must request a refund through the Human Resources Office.

i. The Employer will waive separated employees' indebtedness for any advance sick leave granted, as well as for Tuition Assistance said employees may be unable to complete due to separation for RIF.

ARTICLE 18

GENERAL PROVISIONS

18.1 The Employer agrees to make reasonable efforts to maintain existing sanitary and washroom facilities and the employees agree to cooperate in keeping such facilities neat and in orderly condition.

18.2 The Employer will make a reasonable effort to provide locker facilities for employees, space requirements and operating requirements permitting. In the event of an employee's death, an official of the Employer shall be present when the employee's locker is opened.

18.3 The Employer will make a reasonable effort to maintain adequate ventilation, heating

and cooling of buildings affecting employees' health, welfare and morale.

18.4 The Employer will make a reasonable effort to provide suitable eating space for employees who carry their lunch. However, employees are responsible for leaving the area clean and in a presentable manner.

18.5 The Employer shall make every reasonable effort, as may be within the Employer's control, to provide parking for employees as near as possible to their work locations, as stipulated in appropriate directives.

18.6 Upon request, the individual will be authorized to review his own personnel folder in the presence of a personnel official and to obtain copies of documents therefrom which are pertinent to his/her employment. The Employer agrees that employees will be informed of any personnel action which affects their employment or pay status.

18.7 Information concerning all benefits provided employees, such as health and/or life insurance, unemployment compensation, retirement, etc. will be given to each employee upon entry in employment. Additional information on any such benefit will be provided an individual employee.

18.8 Wage surveys will be conducted in accordance with current regulations and Public Law 92-392 (Henderson Bill).

18.9 No employee shall be required to work in areas where conditions exist that are hazardous or detrimental to health without proper personal protective clothing as required. Such clothing will be furnished by the Employer as set forth in applicable regulation. The Employer agrees that the Union may discuss with line supervision and submit joint or separate recommendations concerning activity furnished apparel and equipment of this nature.

18.10 The Employer agrees to assign space on existing bulletin boards large enough to accommodate the posting of two 8 1/2 x 10 sheets of paper. The location of such boards shall be determined by the Employer. Material posted by the Union will be shown to the Employer or his designated representative prior to posting; however, posting of routine notices, such as scheduled Union meetings, social events and the identity of Union representatives, is excluded from this requirement. Notices containing propaganda against or attacks upon agencies, individuals or activities of the Federal Government or involving political issues, will not be approved for posting. A copy of the Agreement will be posted by the Employer on each official bulletin board in those working areas where employees subject to this Agreement are employed.

18.11 The Employer agrees to furnish the Union, upon request and as needed, copies of AAFES regulations, directives, bulletins, and other information relative to exchange personnel matters.

18.12 The Employer will notify the Union of any disciplinary actions taken against an employee of the unit as soon as practicable after notification is given to the employee except in those cases where the action taken is based on a purely confidential matter individual to the employee. Disciplinary actions shall be taken only for just and sufficient cause in accordance with agency regulations and where the Employer conducts the investigation, as

promptly as possible. The employee will be notified of his rights to grieve and of the appropriate procedures for grieving such actions. For the purpose of this section, disciplinary actions are defined as suspensions, letters of reprimand, disciplinary downgrade, oral reprimand and/or separation for cause.

18.13 Letters of reprimand will be held in the employee's official personnel folder. It may be removed after two (2) years with approval of the reviewing authority, provided other disciplinary action has not been taken. Employer agrees to notify the affected employee upon removal of a letter of reprimand.

ARTICLE 19

GRIEVANCE PROCEDURE

19.1 The procedures set forth in this Article are the sole means of resolving Union, Employer and employee grievances arising over the interpretation and application of this Agreement. All employees in the unit, as defined in Article I of this Agreement, are covered. This procedure does not cover any matter for which statutory or regulatory appeal procedures exist.

a. In the event that an employee does not desire Union representation, an adjustment of his grievance may be made so long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the adjustment.

b. If the parties cannot agree on whether or not a matter should be considered under this Article, it will be resolved pursuant to provisions by law.

c. Arbitration may be invoked only by the Employer or the Union.

d. Time limits referenced in this Article may be extended by mutual agreement of both parties.

19.2 Questions involving interpretation of published AAFES policies or regulations, provision of law, or regulations of appropriate authorities outside the agency, shall not be subject to this negotiated grievance procedure, regardless of whether such policies, law or regulations are quoted, cited or otherwise incorporated or referenced in this Agreement.

19.3 Procedures:

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

b. Step 2. If the grievant is not satisfied with the Step 1 decision he may appeal it in writing within five (5) working days from receipt of the Step 1 decision to the second line

supervisor. The second line supervisor will render his decision in writing within five (5) working days of receipt of the grievance.

ARTICLE 19 (continued)

c. Step 3. If the grievant is not satisfied with the Step 2 decision he may appeal it in writing to the third line supervisor within five (5) working days of receipt of the reply. The third line supervisor shall have seven (7) calendar days in which to answer. In the course of or prior to a grievance management agrees to cooperate with the Union by providing non privileged or nonconfidential documentary evidence surrounding an aggrieved employee's case subject to the condition of the Freedom of Information Act, Title 5 US Code 552 and the Privacy Act, Public Law 93-579. These matters can only be requested by the Union for use in developing their representation of an aggrieved employee's grievance.

d. Failure of the Employer to answer at any step of the grievance procedure shall entitle the grievant to automatically advance the grievance.

19.4 Employer agrees within 10-days after the effective date of this Agreement to identify the positions in each work group that constitute first, second and third line supervision for purposes of the above paragraph.

19.5 If grievances are not settled by the methods described above, the Union may invoke arbitration by sending written notice to the other party within 10 working days from the date an answer (in Step 3) was received or if no answer is received (in Step 3) within the allotted time, arbitration may be invoked within ten working days from the date the answer was due. Nothing herein will preclude the parties from attempting to settle the grievance at any state of the proceedings.

19.6 Within three working days following receipt of the arbitration request notice, either party may request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. Employer strikes first, then in succession until one name remains.

19.7 Notwithstanding the above, a grievance arising over the discharge or suspension of any employee shall be filed at Step 3 of this Grievance Procedure.

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

19.9 Those items excluded as grievable items under paragraph 3-2 of AR 60-21/AFR 147-15 (August 1979) or may be amended are likewise excluded as grievable items under this negotiated procedure.

19.10 The arbitrator's fee and expenses, if any, shall be borne equally by the Employer and the Union and will be paid within 30 calendar days from receipt of the Arbitrator's Award by each of the parties.

19.11 Court recorder fees will be shared equally if both parties agree to employ the services of a court reporter. If only one party wishes to employ the services of a court reporter, the one

party requesting the court reporter services will be responsible for 100% of the court reporter fees. It is accepted by the parties that the declining party will not receive a copy of the transcript without sharing the court reporter fees equally. The arbitration hearing will be held, whenever possible, on the Employer's premises during the regular day shift hours of the basic workweek.

19.12 The arbitrator will be requested to render his decision as quickly as possible, but in no event not later than 30 days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit. The arbitrator's decision will be based only upon interpretation or application of this Agreement and the arbitrator shall not be empowered to rule upon interpretation or application of AAFES regulations or directives or regulations of higher authority.

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

ARTICLE 20

PLACEMENT AND PROMOTION

20.1 The Employer recognizes that the theory of promoting employees from within the organization is in the interest of both Employer and employee. Therefore for vacancies in all classifications above entry level or conversions of temporary full-time (TFT) positions to regular full-time (RFT), the Employer agrees to place a notice on the bulletin board, indicating the position vacant, the job grade and the qualifications required to qualify for such job. The notice will remain on the bulletin board for a period of five (5) workdays. Long-haul drivers shall have three (3) days to apply for said job, provided the top three candidates have not been notified. The Employer will consider applications of AAFES employees before considering other applicants.

20.2 Applicants who meet the basic qualifications on the job announcement will be ranked numerically according to the standardized values set forth in Exchange Operating Procedures (EOP) 15-10. The candidates having the top three scores will be referred to the supervisor for consideration. When a referred candidate's latest performance review states that the candidate is not recommended for promotion, the selecting supervisor may request referral of a candidate with the next highest score to those referred. This may be either before or after interviewing the candidate who was not recommended for promotion.

20.3 The employees will be ranked and certified for promotion on the basis of performance, potential, and length of AAFES service in that order of importance. Final selection of a candidate to fill a position vacancy from among those referred will be made by the selecting supervisor based on an impartial determination of who appears to be the most qualified and potentially productive candidate.

20.4 Employees selected for the vacant position will be notified through their supervisors. Employees who are referred (interviewed) but not selected will be informed of the reason(s) why they were not selected. Employees who respond to the position vacancy announcement posting, but are not within the top three points for referral, will receive an acknowledgment letter.

ARTICLE 21

MOTOR VEHICLE OPERATORS

21.1 Each MVO is responsible for maintaining his assigned vehicles in a condition that exhibits a clean and professional appearance at all times.

21.2 Each MVO will be required to wash his trucks at least once weekly at an AAFES Distribution Center.

21.3 If an MVO notices his tractor requires additional washing and is not near an AAFES Distribution Center, the MVO must first obtain prior approval from his foreman before washing his tractor.

21.4 Any additional tractor related wash costs that have not been approved by the foreman will be borne by the MVO.

21.5 MVOs are required to and will comply with all laws and regulations covering Commercial Drivers Licenses, Commercial Motor Vehicles, and Motor Carriers.

21.6 The safe operation and pre-trip and post-trip inspections of the vehicle by the MVO will be in accordance with applicable Federal and State Laws.

21.7 MVOs will operate all motor vehicles safely and will comply with all traffic laws and regulations pertaining to Commercial Drivers Licenses.

21.8 All motor vehicle operators are subject to mandatory random drug testing, without prior notification. In the interest of protecting the innocent, testing shall incorporate procedures which meet or exceed Federal Government employee protection standards during specimen and laboratory procedures. Employees shall be furnished with a copy of the specimen collection procedures at the time of testing. If requested, the employee shall sign a consent or release form, but shall not be required to waive any claim or cause of action under the law.

21.9 Any motor vehicle operator involved in an accident, on duty, must submit to mandatory drug/alcohol testing if requested/demanded by a law enforcement official, or, by the MVO's foreman.

21.10 If in an on-duty status, the test must be conducted immediately following the accident which an MVO is involved.

21.11 MVOs, when in a duty status, must report all moving violations, citations, warnings and accidents as soon as circumstances permit, to their foreman/manager.

21.12 Off duty MVOs are required to report all moving violations, citations, warnings and accidents as soon as reasonably possible, but not later than five (5) work days from the date of the incident. Such information, to include copies of any documentation from law enforcement agencies, will be submitted to the MVO's foreman/manager.

21.13 Team MVOs will use the sleeper cab of the tractor in lieu of commercial quarters. It is

the drivers' responsibility to stop where facilities (shower/toilet) are available. If the layover will exceed 8 hours, then the team is authorized to go to commercial quarters. Exceptions must be coordinated with the MVO foreman/manager.

Single MVOs will use the sleeper cab of the tractor in lieu of commercial quarters. It is the driver's responsibility to stop where facilities (shower/toilet) are available. If the layover will exceed 13 hours, then the driver is authorized to go to commercial quarters. Exceptions must be coordinated with the MVO foreman/manager.

21.14 Each MVO will be required to present his commercial driver's license to his supervisor annually, at the time the MVOs are presented with and discuss their Performance Evaluation Report (PER).

ARTICLE 21 (continued)

21.15 All MVO licenses must authorize the MVO's operation of dual trailers.

21.16 Only with prior approval will an MVO deviate from established AAFES truck routes previously furnished, or from his assigned driving schedules.

21.17 All emergency deviations to routes/schedules shall be reported to the supervisor prior to making any such deviations. Should such communication in an emergency situation be impossible, the MVO must contact his foreman about the deviation as soon as possible.

21.18 All vehicles will be assigned by AAFES MVO seniority. A vehicle will be assigned to the senior man on a team.

21.19 The Transportation foreman/manager reserves the right to assign unassigned vehicles to specific routes.

21.20 All MVOs are subject to physical examinations in accordance with the law, Department of Transportation Regulations, and other governing laws and regulations.

21.21 Per Diem of MVO's will be calculated in accordance with EOP 15-1, Travel and Transportation and the Joint Travel Regulation.

21.22 Team drivers will be paid in accordance with EOP 50-1 and Appendix 7 (1-3).

21.23 MVOs are required to contact DASP dispatch office between 0730 and 1200 hours DASP time, of each dispatch day, to advise dispatch of the MVOs estimated time of arrival.

21.24 MVOs are responsible for accurately maintaining their drivers logs, to include being kept current on a daily basis. Driver logs will be updated to reflect all of the previous day's occurrences.

21.25 The drivers daily log entries will always reflect a factual description of events which occurred during the run. Failure of an MVO to record all events, or, include false documentation, or, misleading fabricated events, will result in disciplinary action.

21.26 MVOs are responsible for advising their foreman/manager when they can reasonably

predict that the schedule they are working will exceed "ON DUTY" time hours an MVO is legally available for work in accordance with Federal Motor Carrier Safety Regulations.

21.27 "ON DUTY" time includes all times when the MVO starts work to the time the MVO is relieved from responsibility to perform work.

21.28 Team Drivers: Only one (1) of the team drivers shall be "ON DUTY" at any given time, except in the case of an emergency, such as adverse weather conditions. In the event of adverse weather conditions, drivers will first request approval from dispatch for both drivers to be on duty simultaneously.

21.29 MVOs shall fuel in accordance with DB# 91-5, Dated: 1 May 1991, Subject: MULTI-SERVICE CORPORATION (MSC) CREDIT CARDS.

21.30 The Transportation Manager/Foreman reserves the right to switch vehicles of drivers due to operational necessity.

21.31 Management has the right to implement any new or amended Federal Law, or Government-wide regulation concerning commercial drivers without any further obligation to bargain with the Union. However, Management agrees to notify the Union of such change.

21.32 Master Dispatch Records and the Weekly Dispatch Schedule will be made available to the Union to review/copy upon request. Every MVO shall have a run before any runs are given to any commercial carriers, providing that it is operationally advantageous.

21.33 All MVOs will be allotted 30 minutes Pre-trip before departure and 30 minutes Post-trip upon arrival to Dayton SP/Consolidation Center to do paperwork, park trailer and conduct inspection. If additional time is required, due to exceptions, the supervisor shall be notified. One hour post trip on the last run of the week.

21.34 The schedule of dispatch shall be set on a rotating basis and variations shall be based on operational need without favoritism.

21.35 Breaks in service of less than 6 hours shall not constitute a break in dispatch.

21.36 A copy of the Master Schedule will be posted in the driver breakroom. The Master Dispatch will be posted daily by 1300 hours, NLT 1800 hours.

21.37 When a driver's regular scheduled delivery is cancelled, that single/team will be considered as the first "standby" driver.

21.38 Drivers will receive as much notification for runs outside their normal schedules as operationally possible -- with a goal of four-hour minimum.

21.39 When adverse driving conditions are encountered, an employee may be permitted or required to drive a motor vehicle not more than two (2) additional hours in order to complete the run or reach a place offering safety for the occupants and security for the vehicle and its cargo. In adverse driving conditions, allowances may be made for additional time necessary to complete the run. In such adverse, or other exceptional cases, the driver shall call the

dispatcher as soon as possible.

21.40 Payment of per diem at the high cost rate will be issued as applicable (otherwise, the standard rate will apply). The Union will be furnished a current copy of the Joint Travel Regulations, including the current per diem rate(s).

21.41 Management shall make every effort to ensure that each driver receives their awards (e.g. special recognition award, safety award, million mile award,...) in a fair and timely manner, including issuing monetary portions of awards upon receipt instead of holding for an awards ceremony.

ARTICLE 22

PERFORMANCE - SAFETY - COST EFFECTIVENESS AWARD

22.1 The Employer and the Union mutually agree that Motor Vehicle Operators (MVO) and Non-MVO Bargaining unit employees will be considered for this Award in accordance with the criteria identified below (a-d). Should an employee fail to meet all criteria, the employee will not be eligible for any part of the Award. The Award shall be paid on a quarterly basis.

a. Preventable accidents or disciplinary actions (written reprimand or more severe) shall disqualify the employee for this Award for the following quarter.

b. A Personnel Evaluation Report (PER) rating of less-than "Above Average" shall disqualify the employee for this Award for the following four (4) Award quarters from the PER closing date (PER to date).

c. The Dayton Switch Point/Consolidation Center overall "cost per mile" (cpm) must be lower than the overall cpm for the Dan Daniels Distribution Center.

d. To be eligible for the Award, the employee must be available for duty for a total of nine (9) administrative work weeks during each quarter.

22.2 The Awards Scale shall be as follows:

a. Non-MVO shall receive the following rates:

AAFES Years of Service	1-5	Award Amount	\$25.00
AAFES Years of Service	6-10	Award Amount	\$50.00
AAFES Years of Service	11 plus	Award Amount	\$100.00

b. MVO employees shall receive the following rates:

AAFES Years of Service	1-5	Award Amount	\$100.00
AAFES Years of Service	6-10	Award Amount	\$200.00
AAFES Years of Service	11 plus	Award Amount	\$400.00

22.3 The quarters shall be defined as follows:

January – March
April – June
July – September
October - December

ARTICLE 23

DURATION OF AGREEMENT

23.1 This Agreement shall be in full force and effect for a period of four (4) years from the date signed by the parties and shall automatically renew itself from year to year thereafter, subject to limitations established by law, unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other between the 105th and 60th day prior to the date of expiration. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice between the 105th and 60th day prior to the date of expiration of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of the Agreement. The renegotiation request will be in writing. This Agreement shall terminate at any time it is determined the Union loses entitlement to exclusive recognition under applicable law.

23.2 Normally, within thirty (30) calendar days after either party receives a timely renegotiation request, representatives of the Union and the Employer will meet and begin to renegotiate the Agreement. If a challenge to the Union's status as exclusive representative has been filed by a rival union, the Union and the Employer will not meet and begin to renegotiate the Agreement as long as the challenge remains unresolved. If the incumbent Union remains the exclusive representative for employees in the units upon disposition of the challenge, representatives of the Union and the Employer will meet and begin to renegotiate the Agreement as soon as possible after being informed of the outcome of the challenge.

23.3 It is agreed that at any time this Agreement may be reopened to modify, add, or delete clauses and articles as may become necessary due to the change of laws and regulations or policy directives issued by higher authority that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party, at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

23.4 When the renegotiation of this Agreement is pending or in the process and the parties are unable to complete such renegotiation by the termination date of the Agreement as the result of negotiations pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, this Agreement shall be continued until resolution of the dispute or issue.

23.5 The majority status of the Union is neither subject to renewal nor challenge by another employee organization except between the 105th and 60th day (the challenge period) period to any termination of the Agreement under the provisions of Section 1 above or the terminal date of the Agreement.

23.6 Any amendments to this Agreement will become effective on the date of approval and will remain effective concurrent with the basic Agreement. If an amendment has not been approved or disapproved within thirty (30) days from the date of its execution by the parties, it shall go into effect without the required approval of the head of the agency and shall be binding on the parties, subject to the provisions of the law and the regulations of appropriate authorities outside the agency.