

- Union Emblem -

Collective Bargaining Agreement

1998



**Hanscom Air Force Base Exchange and
Service Employees International Union
AFL-CIO, Local 254**

- AAFES Emblem -

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PREAMBLE

In accordance with Title VII of Public Law 95-454, this Agreement is entered into between the Hanscom Air Force Base Exchange, Massachusetts, hereinafter referred to as the "Employer," and the Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union." Collectively, the Employer and the Union shall be known as the "Parties."

The unit covered by this Agreement is all regular full-time, regular part-time and regular scheduled intermittent employees employed by the Army and Air Force Exchange Service, Hanscom Air Force Base Exchange, Massachusetts, for which the Union has been certified as the exclusive representative by the Federal Labor Relations Authority.

Whereas, it is the intent and purpose of the parties hereto to promote the efficiency of the administration of the Exchange Service by requiring high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate better 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 a means for amicable discussions and adjustment of problems 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.

ARTICLE 1

DEFINITIONS

Section 1. Collective Bargaining Agreement: The authorized controlling document from the level of recognition that governs the Unit, and is binding on the parties.

Section 2. Principal Management Official: The ranking management official applicable to the Unit is the General Manager. Herein, also referred to as "Employer".

Section 3. Spokesperson:

a. Union Representative: That person elected or appointed from among the Unit to act as Spokesperson in conducting the affairs of the Unit, as determined by appropriate authority within SEIU.

b. Basic Policy Regulation: AR 60-21/AFR 147-15, Exchange Service Personnel Policies.

c. Basic Procedural Regulation: EOP 15-10, Managing Human Resources.

ARTICLE 2

GOVERNING LAWS & REGULATIONS

It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, management officials, employees, and the Union are governed by existing or future laws and regulations, Department of Defense Personnel Policy Manual for Nonappropriated Fund Instrumentalities (DoD 1401.1-M), AAFES Personnel Policies and Directives, applicable provisions of FPM Supplement 532-2, applicable job grading standards; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and

regulations required by law or by the regulation of appropriate authorities.

ARTICLE 3

UNION REPRESENTATION

Section 1. The Employer agrees to recognize designated Union representatives and their assigned responsibilities. The Union may designate a reasonable number of representatives as Union officers and stewards who shall be employees of the Employer and be responsible for representing employees within their jurisdiction. The Union shall supply the Employer, in writing, and shall maintain a current list of all elected officers, and stewards, identifying the group of employees and work area they are authorized to represent.

Section 2. Designated Union representatives may receive and investigate, but shall not solicit grievances of employees on government time and property. Solicitation of memberships and activities concerned with the internal management of employee organizations such as collection of dues, membership meetings, campaigning for officers, conduct of elections, and distribution of literature will not be conducted during working hours.

Section 3. The Union has the exclusive right to represent employees, in accordance with 5 U.S.C. 7114(a)(1)and (a)(2)(A), in all formal discussions at any level of management between a manager(s) or supervisor(s) and an employee or employees concerning personnel policies and practices, or other matters affecting the working conditions of the employees in the Unit. The Union has the right to be notified reasonably in advance and afforded the opportunity to be present as the exclusive representative in accordance with the law.

Section 4. It is agreed by the parties that Union representatives should use official time prudently and that supervisors have the obligation to consider requests for and grant official time in accordance with this Agreement. A Union Representative, when desiring to leave his work

area for the purpose of performing representational duties during working hours, shall first notify his immediate supervisor in writing, informing the supervisor of the estimated time required and how to be contacted while on official time, if needed. The immediate supervisor will determine, based upon the workload, whether the Union Representative can be released. The Union Representative will then determine the availability of the employee to be represented by contacting that employee's immediate supervisor and, workload permitting, arranging for the employee's release. Such representative will report to his supervisor upon return to his shop or work area after completion of representational duties. If an employee or representative cannot be released for a work-related reason at the time of a request for representational assistance, the event to which the assistance applies will be postponed until the release(s) can occur. The delay will be no more than two consecutive workdays. Local Management may maintain a record of official time used for representation duties.

Section 5. Internal Union business shall not be appropriate for the use of official time.

Section 6. Non-unit representatives of the Union will be provided reasonable and necessary access to Unit employees. After non-Unit representatives properly identify themselves to the Principal Management Official, or his designated representative, and obtain permission to enter the AAFES facility, they will be provided reasonable and necessary access to the bargaining unit employees for representation purposes.

ARTICLE 4

UNION RIGHTS

Section 1. The Union shall have the right and responsibility to represent in good faith the interest of all employees in the Unit without discrimination and without regard to membership in the Union.

Section 2. The Union shall have the right and responsibility to present its views to the Employer orally or in writing on matters of concern which

are matters appropriate for consultation or negotiation.

Section 3. There shall be no restraint, coercion or discrimination against any Union Representative because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

ARTICLE 5

EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that each employee in the Unit has the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or the right to refrain from any such activity, and each employee shall be protected in the exercise of this right.

Section 2. 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. At the election of the employee, he/she may make cash payments directly to the Union representative.

Section 3. Nothing in this Agreement shall preclude any employee in the Unit, regardless of Union membership, from bringing matters of personal concern to the attention of the Employer in accordance with applicable laws, rules, regulations or established policies.

Section 4. While employees are encouraged to voluntarily support recognized charities, no employee will be required or coerced to contribute and no discrimination or reprisal will be taken for failure to so contribute. In any case, confidentiality of an employee's decision shall be respected.

Section 5. An employee will be permitted to contact his Union

representative during work hours to request representation under this Agreement. The employee will notify the supervisor in advance that the employee wishes to exercise this right and the supervisor will timely make a determination based on the workload. In the event the supervisor cannot release the employee, the supervisor may delay the release, in accordance with Article 3 (Union Representation).

Section 6. The Employer agrees that it will not knowingly direct or require an employee to take an action that would violate this Agreement or a law or regulation applicable to the AAFES.

Section 7. An employee of the Unit who is the subject of an examination by a supervisor or a representative of AAFES shall be given the opportunity to have representation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation. A notice of this right of representation will be posted annually on employee bulletin boards. An employee who has requested representation will not be advised to proceed without representation.

Section 8. Employee interviews:

a. When an employee is to be interviewed as a subject of investigation, the employee will be advised of the substance and nature of the investigation.

b. The employee has the obligation to answer the Employer's questions concerning the employee's scope of employment and has the right not to answer any questions which are not directly related to performance of the employee's scope of employment. In the event a dispute arises about the right of an employee to decline to answer questions, before the employee is considered insubordinate, the employee will be allowed to meet with a representative.

c. Employees will not be interviewed except under circumstances which protect their right to privacy. The Employer will not permit the nature of the employee's absence from the work site to become known except to persons with a bona fide operational need to

know.

d. An employee has the right to receive a copy of his interview statement when it is completed.

Section 9. Employee's person and possessions:

a. Unless there is reason to suspect an individual employee, any search of an employee's person or possessions (personal property, assigned desk/locker/vehicle, etc.) must be part of a general applied security check.

b. If the Employer wishes to search an employee's personal belongings or property under the employee's control and the search is not a general applied security check, the employee must be allowed the opportunity to be present and represented when the search is made.

c. Searches that are necessary due to an emergency, such as bomb threats, to protect employees and AAFES property from danger and destruction, do not require the presence of the employee or the exclusive representative.

Section 10. Employees have the right to disclose information which they reasonably believe evidences a violation of any law, rule, or regulation; mismanagement; a waste of funds; an abuse of authority; or a danger to public health or safety.

Section 11. Any investigation of a current employee's previous employment, medical, or other personal history will be limited to information which is directly related to the employee's scope of employment. This will not preclude Management from making and completing pre-employment investigations or applying the provisions of the AAFES Drug-Free Workplace Program to employees.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. Management officials have the authority and right; IAW Public Law 95-454:

a. To determine the mission, budget, organization, number of employees and internal security practices of the agency; and

b. IAW applicable laws:

(1) To hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in pay or grade, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted.

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and,

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

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

d. Nothing in this Article shall preclude the Employer and the Union from negotiating:

(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures the Employer will observe in exercising any authority under this Article.

(3) Appropriate arrangement for Unit employees adversely affected by the exercise of any authority under this Article by the Employer.

ARTICLE 7

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of Union dues will be accepted and processed IAW applicable laws and regulations and this Agreement.

Section 2. The 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 during non-duty hours as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms;

d. certifying SF 1187s completed by eligible employees as the correct amount of bi-weekly dues; and

e. refunding any unauthorized deduction or excess payments either to the employee or Employer, as required.

Section 3. The Employer agrees that an allotment authorization may be submitted to the Human Resources Office at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form in the HQ AAFES payroll office.

Section 4. The Employer shall automatically terminate an allotment when an employee leaves the Unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when this Agreement providing for dues withholding is terminated by an appropriate authority outside the AAFES, or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Human Resources Office in writing.

Section 5. An employee may terminate his authorization for the deduction of Union dues by submitting Standard Form 1188 (or individual substitute) in duplicate to the Employer at any time. However, the following procedures apply:

a. If the employee submits a dues cancellation request within one year of the date his dues allotment was initiated, dues deductions will be terminated in the first payroll period following the employee's one-year anniversary of dues deductions.

b. If the employee submits a dues cancellation request after remaining on dues deductions for one full year, termination of dues will occur in the first full pay period of the succeeding month of September. Such cancellation requests must be received by the Employer during the preceding month of August.

Section 6. The remittance of the dues withheld will be made by check payable to Service Employees International Union, Local 254, 11 Beacon Street, Suite 200, Boston, MA 02108, within a reasonable period following the day on which the related salaries were paid to the members of the Union, along with a listing containing the following

information:

- a. Identification of the Local union employee organization;
- b. Payroll period;
- c. Exchange name or number;
- d. Names of the employees and amount deducted, and
- e. Names of employees from whom deductions have no longer been made and the reason therefore (i.e., LWOP, revocation of allotment, separation, transfer, etc.)

Section 7. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization, except pursuant to a voluntary written authorization by a member of the payment of dues through payroll deductions.

Section 8. Changes in the amount of regular dues may be made not more frequently than once a year. The Union agrees to advise the Employer in writing of the proposed change in regular dues and such must be certified by the Union's treasurer. The change will be effective with the first full pay period after receipt of the notification in the HQ AAFES payroll office.

ARTICLE 8

FACILITIES & SERVICES

Section 1. On a case-by-case basis, the Employer will make a reasonable effort to provide employees who wish to discuss a matter with their representative a confidential location to do so.

Section 2. Bulletin Board Space.

- a. Bulletin board space will be made available to the Union to

effectively disseminate general interest information at each work location. The space will be located in the immediate vicinity where employee notices are normally posted. Space will be provided sufficient to accommodate at least one 8-1/2X11 sheet of paper on existing or future bulletin boards at all Employer facilities. Any changes in the placement of such bulletin boards will be coordinated with the Union. The Union may designate its space as "Union" or similar reference. The Union will provide management with a copy of the material(s) to be posted at least 48 hours prior to posting for review and concurrence. The Union agrees not to post any information on the bulletin board that has not been coordinated with the Employer.

b. Only designated Union representatives may post or remove material from the Union's bulletin board space.

Section 3. Local Union representatives will be permitted reasonable access and use of the AAFES regulations existing in the office of the Human Resources Manager, as required, in the performance of representational duties.

Section 4. The distribution of Union literature to Unit employees may be done during the non-work time of the employees who distribute the material. Union literature may only be distributed in the areas designated by the Base Commander and/or General Manager. It is understood that reading the literature by Unit employees is to be done during their non-work time. Insofar as this provision is concerned, meal time and break time are considered non-work time. Material will not be distributed in or removed to customer contact areas.

Section 5. During Phase I orientation of new Unit employees, Union literature, such as the names of officers and stewards and their location shall be made available to bargaining unit employees as provided to the Employer by the Union.

Section 6. Upon approval of this Agreement, the Employer will print and provide an initial supply of 100 copies of this Agreement to the Union. The Union will be responsible for distribution of the Agreement to members of the bargaining unit. Costs of, and arrangements for,

additional copies subsequent to the initial supply will be the responsibility of the Union.

ARTICLE 9

COMMUNICATION

Section 1. The parties will maintain open lines of communication so as to complete matters of mutual concern expeditiously and, whenever possible, without undue formality.

Section 2. It is mutually recognized by the Employer and the Union that courtesy, respect, decency and dignity are important ingredients in all working relationships. The Employer and the Union shall ensure that working relationships in all matters are conducted in a manner that is consistent with these principles.

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

Section 2. Any Employer representative who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee: on the basis of race, color, religion, sex, national origin, age, physical or mental handicap, marital status, or political affiliation, as prohibited under any law, rule, or regulation.

Section 3. Periodic reports compiled by the Employer on the EEO program will be publicized when appropriate for information and guidance to supervisors and employees.

Section 4. When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the Union may submit the names of unit employees to the Employer for consideration for the vacancy. The final decision on the designation of counselors will be made by criteria for selection and will be trained in accordance with applicable regulations.

Section 5. Unit employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative from the appropriate Union when filing a formal complaint. The Counselor will meet with the complainant in relative privacy.

ARTICLE 11

EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. The Parties agree that the training and development of employees are matters of primary importance to Employees and the Parties.

Section 2. Employees will be trained in the proper performance of their assigned tasks. Training is an inherent part of the work situation. Effective training teaches the employee what he must do, improves understanding of why work must be done, provides additional skills and techniques and motivates the employee to do the job to the best of his ability. Training is an integral and inseparable responsibility of all supervisors. This responsibility includes the obligation to develop, on a day-to-day basis; the competence needed to assure effective employee performance.

Section 3. All employees will have equal opportunity to avail themselves of training and development resources which are provided by the Employer.

Section 4. Supervisors or other Employer representatives will identify, for each current employee upon request and for new employees who pass their probationary period, available training that can aid in achieving career advancement within AAFES and achieving maximum performance and efficiency in the current position. In addition, the Employer agrees to furnish Employer-approved job-related development courses and materials which are designed to improve the employees abilities to perform his job.

Section 5. The Employer will record Employer approved training in the Official Personnel Folder (OPF). Employees who complete training outside AAFES will receive due credit for the achievement; however, it is the employee's responsibility to notify the supervisor of the training which was received and provide documentation.

Section 6. If an employee is required to train another person, the supervisor will give appropriate consideration to the workload requirements of the employee.

ARTICLE 12

JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. Employees will be furnished a copy of their job descriptions initially and as changes are made. The phrase "other related duties assigned," as used in a job description, means duties related to the basic job description. If it becomes necessary, in emergency or extenuating situations, to assign employees on a temporary basis to duties and jobs not reasonably related to the employee's job and grade/pay level allocation, the Employer agrees to effect such assignments on a fair and equitable basis.

Section 2. The Employer will assure that all unit/job descriptions are reviewed and are updated to reflect all major changes in duty assignments. In cases where the Employer intends to begin a reclassification survey, the Employer will notify the Union as soon as

practical before such actions are begun. Upon request, a personnel representative and the manager involved will meet with the designated Union representative to discuss the concerns of the employees in the organization scheduled to be surveyed.

Section 3. Each employee in the unit shall be afforded the opportunity to discuss with the Employer his/her job description to determine if the employee is being required to work outside his/her job description.

Section 4. Upon request by the Union, the Employer will produce available data on rates and job descriptions of any work questioned by any employee of the unit represented by the Union. If the required work is outside the pay level of the job description on a regular and recurring basis, corrective action will be taken.

Section 5. An employee within the unit who believes that his position is improperly classified shall have the right to request his immediate supervisor to review the classification of the employee's position provided it relates to the official position he currently occupies, as shown on his Job Description. As appropriate, the supervisor may request the assistance of the Human Resources Manager in explaining the basis for the employee's current classification. If, after initial discussions, the employee is not satisfied, he may be accompanied by a Union representative in further discussion in an effort to resolve the problem.

Section 6. The employee or the employee's representative may pursue disputes concerning position descriptions, except those relating to grade/pay level, title, occupational grouping or series assigned to his position (see Article 13), through the procedures set forth in article 36 (Grievance Procedure).

ARTICLE 13

CLASSIFICATION AND PAY

Section 1. The pertinent provisions of FPM Supplement 532-2 and DoD

1401.1-M, will apply to classification and pay administration for Unit employees.

Section 2. Where applicable, employees will be paid under the provisions of the Fair Labor Standards Act, or provisions of Title 5, U.S.C., whichever results in receipt of the highest pay.

Section 3. Non-income-generating (Noncommission) hours are the hours commission-paid employees spend on management-assigned jobs or duties and for which they receive the scheduled rate of pay authorized for their assigned grade and step instead of the commission rate. Local managers or supervisors will determine when non-income-generating hours are to be used. The following are conditions or situations over which commission-paid employees have no control, which prevent them from earning commission wages. The following will be designated non-income-generating hours:

- a. The employee is assigned work for which commissions aren't earned and which are outside the duties reasonably connected to his income-generating duties.
- b. The employee is assigned administrative tasks.
- c. The employee is required to attend a training session.
- d. Basic equipment or work area isn't available because of breakdown, renovation, flooding, fire, etc.
- e. Administrative leave (death in family, etc.). Non-income-generating (noncommission) hours are recorded on the time sheet as both regular and holiday hours.

Section 4. An employee will be eligible for shift differential pay without regard to the employee's employment category.

Section 5. Sunday premium pay of 25% of the rate of basic pay is paid to temporary full-time and regular full-time employees for regularly scheduled work performed on Sunday within the basic 40- hour

workweek.

Section 6. The provisions in AR 60-21/AFR 147-15 will apply to job grading appeals for Craft and Trades (CT) employees. If an employee does not agree with a supervisor's informal explanation of a job grade, the Employer will make available to the employee the job standards, position description and analysis of the classification action before the employee files an official appeal. Administrative Support (AS) and Patron Services (PS) employees must use the negotiated grievance procedure to resolve a job classification dispute, when the classification of their position results in the reduction of their pay or pay level.

ARTICLE 14

WAGE AND SALARY

Section 1. Wage surveys will be conducted in accordance with the provision of Public Law 92-392 (Henderson-McGee Bill), and as implemented by directives of the Office of Personnel Management, the Department of Defense, and the Department of Defense Wage Setting Division.

Section 2. Full scale surveys, as currently required by Public Law 92-392, will be conducted every two years and an interim survey will be conducted in the year following the full scale survey.

Section 3. The Employer and the Union will mutually exchange information on wage surveys as it becomes available.

Section 4. To the extent consistent with appropriate regulations, the Union and the Employer will participate in locality wage surveys.

Section 5. The Employer acknowledges the right of the Union to bring matters of concern over wage surveys to the attention of the Employer at any time.

Section 6. Craft and Trades (CT) Bargaining unit employees will be paid

in accordance with the wage schedules resulting from locality wage surveys.

Section 7. Administrative Support (AS) and Patron Services (PS) bargaining unit employees will be paid within their Pay Banding Schedule developed by the Department of Defense (DoD).

Section 8. Employees who serve as official data collectors in a local wage survey or who make presentations at hearings before the Wage Survey Committee will be authorized official time for these activities.

Section 9. Pay for Performance System - The following percentages of base pay shall be added to base pay as incentives under the pay for performance program and will be effective the first day of the third full pay period after the annual salary review (performance appraisals):

<u>PER SCORE</u>	<u>% INCREASE</u>
a. Unsatisfactory	0%
b. Expected	1 – 3%
c. Extraordinary	3.5 – 5%

Section 10. Pay Adjustment Date – The first opportunity for a performance evaluation and pay adjustment following conversion will be the anniversary of the employee's date in level/tier. Thereafter, PERs and pay adjustments will be due on the anniversary of the date in level/tier.

Section 11. PAY ADJUSTMENT - DoD WAGE SETTING DIVISION

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

b. Craft and Trades (CT) employees will be given the pay increase reflected on the pay schedules released by the DoD Wage Setting Division for the commuting area. Wage adjustments are derived from grade, step, and/or wage schedule changes.

c. Administrative Support (AS) and Patron Services (PS) bargaining unit employees employed by Hanscom AFB Exchange,

including employees located at the former Pease AFB installation, will be given a pay increase in accordance with the Pay for Performance system described in this Article. Wage adjustments may occur to bring an employee's pay up to the minimum pay rate (established by DoD) of the assigned level.

Section 12. Beginning with the first full pay period following the approval of this agreement, covered AS and PS employees shall be converted to the pay for performance compensation system at their current rate of pay unless the current rate is below the minimum rate for the level/tier of the position they occupy. In such cases, employees will be paid at the minimum rate for the level/tier of the position they occupy.

a. Levels - The pay level schedule contains two ranges of pay, designated NF-1 and NF-2. Each level contain groupings of positions that are comparable in skill level. This guide will be used for conversion and for comparison to existing positions:

<u>NF Level</u>	<u>Grades Included</u>
1	AS/PS 1 through AS/PS 4
2	AS/PS 5 through AS/PS 6

b. Tiers - Tiers are established subdivisions of some levels with maximum salaries for jobs, showing their ranking in difficulty, responsibility and qualification/experience requirements.

c. Step Advancements - Step advancements will be discontinued on the date of conversion to the pay for performance system, beginning on the first day of the pay period immediately following approval.

d. In-hire, Rehired or Reinstated - employee's rate of pay will be established in accordance with the provisions outlined in the AAFES Pay-for-Performance Program.

ARTICLE 15

PERFORMANCE EVALUATION

Section 1. For employees in the Pay-for-Performance Program, performance shall be rated as (1) extraordinary, (2) expected or (3) unsatisfactory. All other employees shall be rated in one of the following five categories: (1) outstanding; (2) highly satisfactory; (3) satisfactory; (4) marginal; or (5) unsatisfactory. An employee's performance evaluation will be prepared by a supervisor having personal knowledge of the employee's performance for a minimum period of 90 days. When the performance evaluation is to be prepared by other than the employee's immediate supervisor, the employee will be so advised prior to the preparation and presentation of the performance evaluation.

Section 2. The supervisor will discuss with the employee his performance rating prior to making it a part of the employee's record. A copy of the evaluation will be given to the employee.

Section 3. An employee who objects to his performance evaluation may file a grievance pursuant to Article 36, Negotiated Grievance Procedure.

Section 4. All evaluations of performance will be made in a fair and objective manner. An employee's initials on an evaluation, where initialing is provided for, indicate only that the evaluation has been received, and does not indicate an employee's agreement with the evaluation.

Section 5. Supervisors will counsel employees regarding their overall performance on an as-needed basis for the purpose of recognizing or stimulating good performance. Upon request, an employee will be given a copy of a written record of counseling. An employee may present his disagreement with the counseling record to the supervisor orally or in writing. Written comments will be attached to and become part of the counseling record.

Section 6. An employee whose performance is unsatisfactory will be

provided written notice of the unsatisfactory performance setting forth the performance deficiencies. The employee will be given a warning period of at least 30 but not more than 90 calendar days to bring performance up to acceptable standards. During the notice period the Employer will provide training and on the job assistance to help the employee improve the performance deficiencies.

Section 7. If an employee fails to satisfactorily complete his warning period, the employee may be transferred laterally with a 7-day advance notice, downgraded, or separated for unsatisfactory performance with a 30-day advance notice (7-day notice for intermittent employees).

ARTICLE 16

PROMOTIONS

Section 1. The parties agree a sound promotion program is essential to ensure that positions are filled by the best qualified candidates available to assure that all employees have an opportunity to develop and advance to their full potential according to their capabilities. This demands the highest order of honesty and integrity in interviewing and selecting employees for promotion and for details and training which would increase promotion potential. The parties further agree that selection procedures must provide equal opportunity for advancement for all qualified employees. An official, in recommending or selecting candidates for promotion or in operating a promotion program, may not show or give preference to any candidate based upon facts not pertinent to the candidates' qualifications for performing work of a higher level, including personal friendship. A supervisor or other official will not attempt to persuade a candidate either directly or indirectly to withdraw from competition or discourage eligible employees from participation in the AAFES Career Development Program.

Section 2. There will be no discrimination in promotions or selection for positions because of age, race, sex, color, creed, physical and mental handicap, political affiliation, marital status or national origin, or membership in or activity on behalf of the Union.

Section 3. Employees will be selected for promotion on the basis of performance, potential and length of NAFI service in that order of performance and will have their scores computed in accordance with the numerical ranking criteria outlined in Exchange Operating Procedures 15-10. For the purpose of defining "potential" in terms of the numerical factors applicable to the promotion procedures as adopted in the Section, the term "potential" means the total points given consideration as creditable for education, training and prior work experience specified under the conditions set out under applicable regulations.

Section 4. With the exception of entry level positions, all Hourly Pay Plan (HPP) vacancies and all newly-created HPP positions within the Bargaining Unit (with the exception of those filled by reassignment, court or administrative decisions, or in lieu of reduction in force) will be announced by posting a notice of such vacancies on the employee bulletin boards at the locale where the vacancy occurs for three days. "Entry level positions" are defined as any job that does not offer the candidate promotional opportunities, a wage increase or other benefits such as associated with regular part-time and regular full-time categories. Such announcements shall include, at a minimum, the title of the job, a brief description of the duties of the position, the qualification requirements, the procedure to follow in applying, and the closing date for filing applications. All employees at the Bargaining Unit where the vacancy occurs shall have the opportunity to apply, and will be given consideration in accordance with applicable regulations.

Section 5. All employees who apply for a position vacancy posted under Section 4 of this Article and who meet the minimum qualification standards and eligibility requirements shall be evaluated and ranked by the human resources office in a uniform and impartial manner on the basis of the ranking factors outlined in EOP 15-10. Qualification standards will be applied fairly and equitably.

Section 6. A list containing the top 5 candidates, who have been properly ranked and certified in accordance with the above Section 5, will be referred to the selecting official for appropriate selection action

consistent with AAFES regulations. When more than one vacancy of the same position is posted, an additional candidate, with the highest ranking, may be added to the top 5 candidates for each additional vacancy.

Section 7. Those employees who apply for a position vacancy posted under Section 4 of this Article who are not selected will receive the returned application with the reasons for nonselection appropriately indicated, and may obtain further information concerning non-selection from the human resources office.

Section 8. With respect to an employee's official records:

a. The Union agrees to encourage employees to periodically review and update their Official Personnel Folder (OPF) to ensure that it has current and accurate information.

b. It is agreed that an employee and his representative designated in writing shall have the right to examine his OPF, position description or counseling records during normal duty hours. Employees, or their representatives designated in writing, may receive copies of such records; however, there will be a charge in accordance with AAFES fee schedules in effect at the time of the request.

Section 9. It is acknowledged that the decision exercised by the selecting supervisor under Section 6 of this Article is not subject to the grievance procedure; however, the computation or application of the ranking criteria set forth in EOP 15-10 is a proper subject of inquiry and if not resolved, may be entered at Step 1 of the Negotiated Grievance Procedure, Article 36.

ARTICLE 17

JOB EXCHANGES

Where two employees desire to trade jobs with each other, they will so notify Management. Management will give full consideration to a

transfer pursuant to this request, providing the employees are fully qualified for the positions and performance supports the trade. Approval of such an arrangement will be based on operational needs.

ARTICLE 18

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Once it is determined by the supervisor that a temporary assignment is to be made from among the Unit employees, and the temporary replacement is selected, the supervisor will determine whether the temporary assignment is to be a detail or a temporary promotion under the definitions of the Article. Temporary assignments will be based upon the employee's availability and suitability.

a. Definition:

(1) Detail. Temporary assignment of an employee to a different position for a specified period without change in pay, with the employee returning to his regular duties at the end of the detail.

(2) Temporary Promotion. Temporary assignment of an employee, for more than 14 consecutive calendar days, which results in a change in grade or pay level of the employee for which a regular promotion would be authorized.

Section 2. When a temporary assignment is to a position of like grade/pay level or a grade/pay level lower than the grade/pay level the employee is presently holding, the employee may be detailed to temporarily perform the duties of this job, ordinarily for a maximum period of 60 calendar days. The Employer agrees that any employee detailed to perform the duties of a higher paid position for more than 14 consecutive calendar days to which a temporary promotion would be appropriate will be temporarily promoted to the higher paid position beginning with the first day of the pay period following the temporary assignment.

Section 3. An employee may be granted a temporary promotion in

connection with the temporary assignment to a position of a higher grade/pay level to meet temporary staffing requirements caused by but not limited to, absences, unfilled positions, special projects, and unusual workloads.

Section 4. Temporary promotions and details of over 14 consecutive calendar days will be recorded in the employee's Official Personnel Folder.

Section 5. Consistent with Article 16, no automatic permanent promotions or category conversions will result from the expiration of any designated time limits worked in a temporary assignment, category, or employment status.

ARTICLE 19

CONTRACTING OUT

Section 1. Except in emergency situations, the Employer agrees to inform the Union prior to contracting out work normally performed by bargaining unit employees.

Section 2. The Employer agrees to notify the Union as soon as possible prior to taking final action on contracting out work functional areas when such contracting out would have an adverse impact on unit employees.

Section 3. The Employer agrees, upon request, to meet and confer with the union on the impact of contracting out work functional areas when such contracting out is within the discretion of the Employer. The Employer will carefully consider the Union's views and recommendations on the adverse impact on unit employees for use in implementing such action.

ARTICLE 20

HOURS OF WORK

Section 1. The administrative workweek shall consist of 7 consecutive

calendar days extending from 0001 hour Saturday to 2400 hours the following Friday.

Section 2. Within the administrative workweek, the regularly scheduled workweek will not exceed 40 hours, exclusive of meal times, and will consist of specific hours during the administrative workweek that the employee is scheduled to work.

Section 3. The regularly scheduled workweek will not exceed 40 hours. Except where inconsistent with operational need, the hours scheduled will not exceed 8 hours per workday and will not be scheduled for more than 5 days in an administrative workweek. The regularly scheduled workweek will not include hours on more than 6 days or include more than 10 hours on any 1 workday. The only exception to the provisions of this Section is during an annual inventory or during a directed inventory as the result of fire, forced entry, suspicion of theft or other compelling reasons.

Section 4. Frequent changes of the regular scheduled workweek will not be made. The employee's regularly scheduled workweek is defined as the established routine hours to be worked. Frequent changes to the work schedule are defined as more than 3 changes during any 4 consecutive administrative workweeks. Except in cases of emergencies or operational needs, changes in the regular scheduled workweek will be posted on employee bulletin boards, at least 1 week prior to the effective date of the new schedule. The Union will be provided a copy of schedule changes upon request.

Section 5. Normally, no employee will be required to work less than 3 hours in one workday unless the duties to be performed are recurring in nature and a shorter period is acceptable to the employee.

Section 6. Meal Periods. Regular meal or lunch periods will normally be established at not less than 30 minutes nor in excess of 1 hour and will not be considered as time worked. No employee will be permitted to work more than 6 hours without a meal period. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain at their work area. Employees may be

scheduled to have their meal period on the job. In such case, the employees will be authorized a total of 20 minutes during a designated period in which they may have their meal. Such meal periods are considered time worked and will only be authorized when it is not reasonably practical or economical to provide a normal meal period.

Section 7. Rest Periods. Except where clearly inconsistent with operational requirements, employees working 6 hours or less will have one 15-minute rest period. Employees working more than six hours will have two 15-minute rest periods appropriately scheduled by the supervisor during the workday. The rest period is in addition to the meal period specified in Section 6. Operating requirements permitting, rest periods will be uninterrupted. Rest periods are considered as time worked.

ARTICLE 21

OVERTIME

Section 1. For the purpose of this Article, overtime is defined as all work performed in excess of 40 hours in any one workweek or in excess of eight (8) hours in any one workday. All unit employees will receive pay at one and one-half (1-1/2) times the regular rate for all work performed on an overtime basis.

Section 2. Preference in the assignment of necessary overtime work approved by the Employer at the end of an employee's shift will be given to the employee who has been performing the work during the shift, if he volunteers. If this employee is unable to work overtime, then the supervisor may assign the work to another qualified employee by offering the work first to the employee who is present at work and who has gone the longest period without working overtime.

Section 3. Upon request, an employee may be excused from an overtime assignment. If his request is disapproved, it is agreed that the employee, with a Union steward in attendance if desired, may request reconsideration of the decision from the appropriate Management official. The Employer will, upon reasonable request, relieve an

employee from an overtime assignment provided another qualified employee is available for the assignment and is willing to work.

Section 4. Employees required to perform work on a day outside their regular workweek, or who, because of a call-back are required to make an extra trip to and from work on a scheduled workday, shall be paid minimum of two hours pay at the overtime rate or at the regular rate, as applicable. Hours worked will include commuting time to and from the employee's residence. It is understood that any employee who is called in before his schedule starting time is entitled to that amount which would be payable at the regular overtime rate in accordance with Section 1 of this Article.

Section 5. The Employer will maintain records to all overtime worked in accordance with current directives. Upon request, the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in distribution of overtime.

Section 6. When employees are required to work overtime four (4) hours or more beyond the end of their regular workday without advance notice, the Employer will allow time for the employees to obtain food.

Section 7. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call in the local area without cost to the employee. The local area is defined as within a radius of 50 miles. The phone call will not exceed three-minutes' duration.

ARTICLE 22

ANNUAL LEAVE

Section 1. For the purpose of this Agreement, annual leave is leave which is granted to regular full-time and regular part-time hourly pay plan employees for the purpose of rest to maintain employee morale and to attain maximum efficiency and productivity from employees.

Therefore, employees will be encouraged to take accrued annual leave. Section 2. In the absence of a compelling need, annual leave will be granted to an employee upon request. When 2 or more employees of the same section or activity request leave for the same period at the same time and the presence of one or more of these employees is essential to the efficient operation of the section or activity, the employee who is senior in Exchange Service will be given preference for the period requested. So that all eligible employees receive equal consideration in the granting of annual 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, requests on leave charts will be given preference for the periods requested. A copy of the approved leave schedule will be posted on the bulletin board or otherwise made accessible to employees prior to the effective date of the schedule.

Section 3.

- a. Employees with less than 3 years of service will accrue annual leave at 5 percent of the total regular hours worked excluding overtime hours.
- b. Employees with 3 years but less than 15 years of service will accrue annual leave at 7-1/2 percent of the total regular hours worked (excluding overtime). Except for the final biweekly period of the fiscal year, it will accrue at a rate of 12-1/2 percent.
- c. Employees with more than 15 years of service will accrue annual leave at 10 percent of the total regular hours worked (excluding overtime).
- d. Annual leave accrued while on sick or annual leave is credited to the employee's account at the end of the pay period in which accrued.
- e. Creditable service should include all prior DoD NAFI service as a regular full-time or regular part-time employee; temporary

full-time and temporary part-time employees converted to regular full-time or regular part-time shall be given credit for temporary service.

Section 4. Each employee must apply for approval of leave. Management will respond to all leave requests in a reasonable period of time. Applications for leave should be submitted at least 30 days in advance of the requested period if firm dates are needed. When the Employer finds it necessary to cancel previously approved leave and/or deny the specific period requested by an employee, such must be necessitated by overriding and compelling operational requirements. The reasons for such action will be explained in full to the affected employee without undue delay and noted on the leave request form. A copy will be provided to the employee. In such cases the employee and the supervisor, as soon as possible, will agree on a new schedule for the leave. Supervisors will notify a reassigned or transferring employee at the time of the transfer if previously scheduled leave cannot be taken.

Section 5. An employee will be authorized payment for annual leave, if requested, when the employee will be on leave 5 working days or longer and will be on leave on normally scheduled payday.

Section 6. Regular full-time and regular part-time employees may not have more than 240 hours of accrued leave at the end of the final pay period of the fiscal year or selected leave cut-off date. Management agrees to make every reasonable effort to assure that employees receive their leave within the fiscal year or selected leave cut-off date. If an employee is precluded from taking scheduled annual leave due to operational requirements, any leave balance above the maximum may be carried over for 1 year upon request of the employee. First annual leave taken the following year will be the carry-over leave. Excess annual leave approved for carry over into the next annual leave accrual period must be used in accordance with EOP 15-10.

Section 7. On separation, employees will be compensated for accumulated annual leave at the rate of pay which is applicable immediately prior to separation or involuntary change in maximum accrual.

Section 8. For determining the leave accrual rate for periods of military service, the provisions of AR 60-21/AF 147-15 will apply.

Section 9. Annual leave will not be imposed as a disciplinary measure nor will it be a factor in ratings for promotion.

Section 10. Employees shall be granted time off to observe religious holidays of their faith if their absence will not unduly hamper facility operations. Such time off will be charged to annual leave, if available, or leave without pay.

Section 11. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. The employee must attempt to contact his supervisor or the supervisor's previously-designated representative either personally or by phone as early as possible, but not later than the end of the first 1 hour of the regular work shift to obtain approval of the use of annual leave.

ARTICLE 23

SICK LEAVE

Section 1. Regular full-time and regular part-time employees shall accrue sick leave in accordance with AR 60-21/AFR 147-15. When used in this Article, the term "medical certificate" or "medical certificate from an attending physician" shall mean a document obtained from a doctor's office or from a medical clinic, certifying absence and signed by either the doctor attending the employee or the doctor's authorized representative.

Section 2. The Employer and the Union agree that sick leave is intended to ensure against a loss of income when eligible employees are incapacitated by illness or injury. The parties further agree that sick leave is not intended to supplement annual leave. Accordingly, the Employer and the Union will periodically advise the employees of the

purpose of this provision and attempt to prevent the abuse of this benefit. The Employer and the Union recognize that employees should not be penalized for using sick leave for legitimate purposes.

Section 3. Sick leave, if available, shall be granted to eligible employees incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinements; 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 where the employee works. Employees absent because of sickness or injury must notify their supervisors within one hour of the start of their shift on the first day of illness or as soon thereafter as possible.

Section 4. When the situation permits, requests for sick leave for medical, dental and optical examinations or treatment will be submitted and approved in advance.

Section 5. A medical certificate from an attending physician for periods of sick leave less than five (5) days will not be required unless there is a reason to believe that the employee has abused sick leave privileges, and then only upon specific approval on the second-line supervisor or higher authority. In such cases, the employee may first be advised, through documented, initialed counseling that, because of his questionable sick leave record, a medical certificate may be required. If this does not bring about improvement in the employee's sick leave record, the employee may be advised in writing that all future requests for sick leave must be supported by a medical certificate. Nothing herein is intended to waive the Employer's right to take appropriate corrective action in those cases involving misrepresentation or misuse of sick leave, or to affect the employee's right to contest such action.

Section 6. 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 at the end of 6 months from date of issue of official written notice requiring a medical certificate and not less frequently than each 6 months, thereafter, if it has not previously been 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. The employee may request the presence of a Union Representative at the formal review.

Section 7. Official written notice of abuse of sick leave shall not be issued on the basis of absences claimed on sick leave which have been documented with a medical certificate from an attending physician certifying to the Employer the employee's incapacity for duty. The Employer agrees that an employee's legitimate use of sick leave for the reasons listed in Section 3 of this Article will not be used as a basis for concluding that an employee has abused sick leave

ARTICLE 23 (continued)

under the Personnel Evaluation Report (PER). Unless sick leave abuse has been documented under Section 5 of this Article, the supervisor will not initial the "Absenteeism/Tardiness" block of the employee's PER.

Section 8. When RFT and RPT employees are absent for illness or injury, existing AAFES regulations governing the requirement for the employee to produce a medical certificate from the attending physician shall apply. The medical certificate will state why the employee was unable to work due to sickness or injury and specify the period of illness/injury/disability. It is each employee's responsibility to ask his/her supervisor about the procedures for medical certification applicable to them to ensure compliance.

Section 9. 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 Section 5 and 8 of this Article.

Section 10. Sickness occurring during a period of annual leave may be charged to sick leave and the charge against annual leave reduced accordingly provided the duration of sickness is in excess of 5 days and the request for sick leave is supported by a medical certificate from the attending physician.

Section 11. 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 AR 60-21/AFR 147-15 provided the employee's accrued sick leave and annual leave have 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 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.

Section 12. The Employer shall not publicly post individual sick leave records. The confidential nature of medical conditions shall be recognized and respected. Management will not use an arbitrary number or percent of sick leave hours used as a determinant of improper use of sick leave. The determination of sick leave abuse will be made on the facts of each case.

ARTICLE 24

ADMINISTRATIVE LEAVE

Section 1. Administrative leave will be approved in accordance with EOP 15-10 and for the reasons set out in Section 2 below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties.

Section 2. Administrative leave may be granted to all employees in connection with:

- a. A death in the employee's immediate family or household as defined in applicable regulations, including parents of spouse. Up to five (5) days may be granted.
- b. Brief periods of absence or tardiness due to circumstances beyond the employee's control.

c. Blood donations for which the employee is not paid. A maximum of four (4) hours may be granted.

d. Registration with or required appearance before the employee's draft board.

e. Voting in government elections. Time shall be granted when an employee's work schedule and the poll hours preclude voting before or after normal duty hours.

f. Serving on a jury or as a witness. (Any fee received for other than transportation and allowance 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.)

g. Separation or investigation when allowing the employee to continue working would be dangerous to life or property or otherwise inconsistent with fulfillment of the AAFES mission. Administrative leave in connection with an investigation will not exceed 30 workdays, after which the employee will be placed in an annual leave status until his accrued annual leave is exhausted, at which time the employee will be returned to a duty status with pay pending further action. If the employee is exonerated, annual leave utilized will be recrated to the employee's account.

h. Adverse weather conditions, acts of God, military necessity, or other events beyond the control of AAFES management, in accordance with applicable regulations, subject to the provisions of Article 29, this Agreement.

i. Supervisors may give employees four (4) hours of administrative leave to attend the funeral of a co-worker.

ARTICLE 25

LEAVE WITHOUT PAY

Section 1. Leave without pay will be authorized to regular full-time and regular part-time hourly pay plan employees to avoid a break in employment under the following circumstances:

- a. Where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, pregnancy, and confinement;
- b. As a result of suspension;
- c. When an employee leaves AAFES to go on extended active military duty;
- d. Upon the employee's request for reasons acceptable to and in the best interest of AAFES.

Section 2. Leave without pay will not be granted for a period longer than 1 year, except in connection with "c" above, or upon approval of the Commander, AAFES.

Section 3. Employees who are Union representatives, operational requirements permitting, will be given leave without pay for short periods of time, provided that no more than 2 employees may be gone from the bargaining unit at any one time. Written notification will be given to the Employer by the Union, requesting leave without pay under this Section. Employees granted leave under this Section shall have the same return rights and options to health and retirement benefits as any other employee who is on approved LWOP.

Section 4. An employee who is on approved leave of up to 180 calendar days shall have the right to immediate return to duty in the former position at the former grade.

ARTICLE 26

MATERNITY AND PATERNITY LEAVE

Section 1. Regular full-time and regular part-time hourly pay plan

employees may request sick leave, annual leave and LWOP if incapacitated by pregnancy and confinement as established by medical authority. Absences covering pregnancy and confinement are treated as any other medically certified disability.

Section 2. Workload permitting, leave for paternity reasons will be granted each male employee up to 30 workdays. Such leave may begin on the date the child is born or prior to it, in order for the employee to provide paternal care of the home and family. Leave granted for this purpose will be in writing and such leave will be annual leave, if available; if annual leave is not available, the employee may take LWOP.

ARTICLE 27

EMPLOYEES' ASSISTANCE PROGRAMS

Section 1. When an employee's job performance is perceived to decline and the cause can be attributed to personal problems, the Employer may refer the employee to the AAFES Employee Assistance Program (EAP) in accordance with applicable AAFES regulations.

Section 2. Except for supervisory counseling, participation in any assistance program will be voluntary.

Section 3. With respect to employee assistance programs, all information related to an employee's counseling, problems, or accommodations will be strictly confidential and will not be disclosed except as authorized in writing by the employee.

Section 4. Nothing in this Section diminishes an employee's right not to divulge information as provided in Article 5 (Employee Rights).

ARTICLE 28

HOLIDAYS

Section 1. The parties agree to recognize and observe the following holidays:

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day

- i. Thanksgiving Day
- j. Christmas Day

This designation is subject to adjustment as may be proclaimed by Federal law or Executive Order.

Section 2. Holidays will be observed on the day prescribed by Federal law or Executive Order; if the holiday falls on a nonscheduled workday of the employee, it will be observed on the first scheduled workday preceding or following the holiday.

Section 3. In observing holidays, the Employer will:

- a. Release employees from hours normally worked on the holiday with pay, or

- b. If the employee's presence at work is needed, the employee will receive double pay and any differential(s).

Section 4. A scheduled workday is considered to fall on a holiday if all or part of the workday occurs during the calendar holiday.

Section 5. Employees will be paid for overtime work on a holiday at

the same rate as for overtime work performed on another day.

ARTICLE 29

ADVERSE WEATHER CONDITIONS AND FACILITY CLOSURE

Section 1. When extreme temperatures cannot be controlled, the Employer will promptly take necessary administrative procedures to protect employees from an unhealthy work environment. Such procedures as are used to provide that protection are subject to local negotiation and may include such steps as periodic resting, use of portable heaters or fans, etc.

Section 2. Situations involving flood, severe storm, civil disturbance, or other acts of God beyond the control of the Employer or employee will be addressed as follows:

a. Adverse weather conditions, acts of God, military necessity, or other events beyond the control of AAFES management. A maximum of 1 workday of the total absence from work will be granted as administrative leave. When the closing of all or part of an exchange activity is within the control of AAFES management, and a decision is made that the employee will not be required to work, the entire period will be charged to administrative leave. In either situation, when an employee is already on approved annual or sick leave at the time the activity is closed he will not be placed on administrative leave for any period covered by the previously approved annual or sick leave.

b. When an AAFES facility is forced to close due to military necessity, weather conditions, and 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 of the first regularly scheduled workday following receipt or publication of the 24-hour advance notice period.

Section 3. When a base or post is closed due to weather conditions, essential employees required to work or remain at the work site beyond their regular scheduled hours shall be furnished the following for the duration of the closure:

- a. Full pay and benefits; and
- b. Transportation to their place of residence if requested by the employee or meals and housing if the employee cannot return home due to weather conditions after release from duty.

ARTICLE 30

UNIFORMS AND DRESS

Section 1. The Employer will apply the same standards of dress to all employees, regardless of the position or gender. The standard to be applied is: employees will report to work each workday wearing clean attire and similar in kind to that worn by employees in a comparable position in non-government retail operations.

Section 2. If the Employer establishes a means of performing work which includes additional dress requirements for certain customer contact areas, the Employer will, at its discretion, furnish such clothing or reimburse employees affected for the actual cost of buying and maintaining the clothing required.

Section 3. The Employer will provide employees who are required to wear uniforms in the performance of their duties a sufficient number of uniforms or attire appropriate for the work performed in accordance with applicable regulations. Current employee uniforms, and changes to same, furnished by the employer will be worn in accordance with applicable AAFES regulations, without further notice to the Union.

Section 4. All customer-contact personnel must wear an official AAFES name tags while on duty. The nametags will be furnished by the Employer and worn in accordance with applicable regulations.

ARTICLE 31

SAFETY AND HEALTH

Section 1. The Union agrees to vigorously support AAFES safety and health programs through encouragement of employees to conscientiously abide by established safety rules, regulations and directives. An employee should report any known hazardous conditions or procedures to his/her supervisor. The Employer will provide training or indoctrination to employees regarding hazards associated with the performance of their duties. When an employee believes he/she is being required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question, the employee shall refer the matter to his/her supervisor. The supervisor will make an evaluation of the working conditions and make a decision as to whether it is safe for the employee to proceed with the work. If the matter is not satisfactorily resolved, it will be referred to the AAFES Safety and Security Specialist.

Section 2. When required, transportation to an appropriate medical facility will be provided injured or stricken employees by the Employer.

Section 3. Managers and/or supervisors and employees will insure that at all times the highest health standards and personal hygiene are maintained. All food service personnel will receive physical examinations in accordance with applicable regulations.

Section 4. The Employer shall authorize administrative leave or reassign affected employees when there is inadequate heat in the building in the Winter or when the air conditioner is out of order in the Summer and such conditions are considered to be a health hazard by proper medical authority.

Section 5. Whenever a certified health and safety official determines that, based on inspection, conditions or practices in any place of employment are imminently dangerous to health, the official in charge and the employees will be informed. Immediate abatement action will

be taken and employees not involved in the abatement of the condition will be withdrawn. Employees will only be returned to the place of employment after the conditions have been remedied or eliminated.

Section 6. The Employer will make rest areas and facilities available for employees for breaks and temporary incapacitation due to health problems.

Section 7. Employees injured on the job will be placed on Worker's Compensation. During the interim period between eligibility for compensation benefits, the Employer will continue the payment of the employee's average weekly earning in accordance with AR 60- 21/AFR 147-15 and EOP 57-4. The average weekly earnings will be paid first from sick leave and then from annual leave until the first compensation check is received or both balances are exhausted. Since dual compensation is illegal, the employee must return to the Employer that amount of money received which exceeds the employee's average weekly earnings.

ARTICLE 32

TOOLS, EQUIPMENT AND PROPERTY

Section 1. AAFES will provide and maintain or replace any special tools, clothing and equipment necessary to the proper accomplishment of employees' duties.

Section 2. Commission Pay Plan (CPP) mechanics who have used their own basic mechanic tools will continue to do so.

Section 3. At the time an employee separates, the employee will be required to return to the Employer tools, equipment and clothing which were provided by the Employer.

ARTICLE 33

EMPLOYEE COUNSELING

Section 1. The parties agree that communications between the employee and supervisor are an essential element to the employee-supervisor relationship. It is also agreed that counseling is a way for supervisors to understand employee problems concerning work, social or home environment that may be adversely affecting the employee's job performance or working relationship with his co-workers. Further, it is agreed that a written record of counseling is an effective means of assuring an employee that he is performing well in his job, documenting significant achievements, self-development efforts, documenting and correcting performance deficiencies and motivating the employee to develop a positive approach to problem resolution.

Section 2. All counseling entries will be made on the "Supervisor/Employee Communication Record". Subject to office space limitations at the employee's workplace, counseling sessions will, at all times, be conducted in privacy and in surroundings conducive to a frank and open exchange of ideas. These sessions will only be conducted by supervisors and only for those employees subordinate to them in the supervisory chain.

Section 3. As a minimum, counseling sessions will be conducted under the following circumstances:

- a. Whenever the supervisor discusses the employee's performance.
- b. Whenever the supervisor documents the employee's special accomplishments.
- c. Whenever the annual performance review is presented to the employee.
- d. Whenever initial career counseling is presented to the employee.

Section 4. When the need for counseling arises the supervisor will inform the employee at the beginning of the counseling session that he is being counseled, the reason for the counseling session and, if warranted, suggestions for improvements. The entry will be dated and signed by the supervisor as well as the employee. The counseling entries will not be written on the counseling card in advance of the actual session with the employee and will not be made by any person other than the supervisor. The entries will be handwritten or typed only by the supervisor.

Section 5. Counseling interviews will be conducted when an oral reprimand is given to an employee. In this case, the counseling- record entry must include the basis for the reprimand, the employee's response and a statement that the employee was advised of the right to have a representative of his choice during the counseling session and to submit a grievance under the provisions of Article 36 (Negotiated Grievance Procedure).

Section 6. Individual entries may be removed without otherwise altering the whole counseling record as follows:

a. Supervisors have the option at any time of removing any counseling-record entry they have made which could be considered unfavorable to the employee. Other management officials in the counseled employee's supervisory channel may direct the removal of any unfavorable counseling-record entry based upon a specific determination that it's in the best interest of both the AAFES and the employee to do so. Favorable entries may be removed by the same individuals only if it is discovered after the entry is made that it was based on incorrect information.

b. An entry pertaining to negative performance or behavior will be removed after 2 years, if an entry for a similar or worse infraction or level of performance isn't made during the interim. If such a later entry is made, both or all adverse entries will be removed when 2 years pass without a negative entry. This provision includes oral reprimands. Employees will be informed of this time limitation for

negative entries at the time counseling is conducted.

c. Alterations to counseling-record entries will be initialed and dated by the employee and the supervisor.

Section 7. The Employer recognizes that it has a responsibility to protect the employee's privacy and the personal information on the counseling card. Copies of the counseling card will not be given to any other Unit employees.

Section 8. Communication records won't be used for the following purposes:

a. To document employee training instead of using prescribed forms for that purpose. However, entries may be made verifying that training was conducted when those entries are appropriate to the counseling.

b. To make reminder, suspense or information-type notes regarding an employee.

c. To document performance irregularities or other aspects of an employee's performance that aren't discussed with the employee in a counseling interview.

ARTICLE 34

DISCIPLINARY ACTIONS

Section 1. Discipline is an administrative action taken by the Employer for misconduct of an employee. Disciplinary action will be taken only for just cause and in accordance with EOP 15-10 and this Agreement. The Employer and the Union agree that primary

emphasis will be placed on preventing situations requiring disciplinary action through effective employee-management relations. The purpose of disciplinary action is to promote effective employee use, and is not primarily punitive. The kinds of discipline which may be taken are: oral reprimand, written reprimand, suspension, disciplinary downgrade, and disciplinary separation.

Section 2. Employees may be disciplined in accordance with the following procedures:

a. Advance notice periods for disciplinary actions are as follows:

1. Oral Reprimand--advance notice not required.
2. Written Reprimand--advance notice not required.
3. Suspension--at least thirty (30) calendar days from the date the employee receives the written advance notice.
4. Disciplinary Downgrade--at least thirty (30) calendar days from the date the employee receives the written advance notice.
5. Separation for Cause (when the Employer charges dishonesty, actions which cause or threaten bodily harm to fellow employees, supervisors, managers, customers, or anyone providing a service to AAFES, and actions/threats which cause or threaten to cause damage, destruction, or harm to AAFES property)--at least seven (7) calendar days from the date the employee receives the written advance notice.
6. Separation for Cause (without charges of dishonesty, actions which cause or threaten bodily harm to fellow employees, supervisors, managers, customers, or anyone providing a service to AAFES, and actions/threats which cause or threaten to cause damage, destruction, or harm to AAFES property)--at least thirty (30) calendar days from the date the employee receives the

written advance notice.

b. The advance notice will include the instances of misconduct involved, the rule or regulation alleged to have been violated, the basis for the action in sufficient detail to ensure the employee understands the reason for the action, the nature of the discipline and the amount of time the employee has to respond.

c. The response period for proposed discipline will be in accordance with EOP 15-10.

d. After the close of the employee's response period, the Employer will fully consider any response submitted and will issue a decision. The final decision will not add to the reasons stated in the advance notice.

e. An employee who received notice of proposed disciplinary action will be furnished, upon request, a copy of the written records or access to the video tapes, if any, either of which are within AAFES' control which were used to support the proposal. The employee is entitled to review the tapes insofar as the Privacy Act permits. This will not preclude the Union from exercising its statutory rights to information under 5 U.S.C. § 7114(b)(4). As to any records outside AAFES control relied upon to support the proposed disciplinary action, the content of those outside records will be furnished.

f. Discipline will be initiated at the earliest practicable time.

Section 3. The Employer shall inform employees by the posting of an annual notice of their rights to be represented by the Union at any examination of the employee by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 4. To the extent that it is within the control of the Employer, if an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees.

Section 5. Records relating to disciplinary actions will be retained in the employee's OPF when the disciplinary action becomes final without right of further appeal. The period of the retention will be in accordance with EOP 15-10.

ARTICLE 35

REDUCTION-IN-FORCE

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

Section 2. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. Prior to the issuance of official notices to the employees involved in a reduction-in-force action, the Employer will notify the Union of the anticipated positions 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.

Section 3. For the purpose of this Article the "RIF Element" is defined as all activities of the Employer, which are represented by the Union, within a 30 mile radius of the exchange facility where the positions affected by the reduction-in-force are located. Except as provided for below, employees affected by RIF will be placed by job series and grade/pay band 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 60 days prior to the effective date of the RIF.

ARTICLE 35 (continued)

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

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

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

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

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

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

d. 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.

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

ARTICLE 35 (continued)

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

Section 6. By highest to lowest grade/pay level, when two or more grades/pay levels 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/pay level.

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

Section 7. Regular full-time (RFT) and regular part-time (RPT) employees shall be given sixty (60) calendar days notice of transfer, downgrade, or separation. Intermittent employees shall be given seven (7) calendar days notice of transfer, downgrade, or separation. The notice will include the action to be taken, the effective date, and salary retention information.

Section 8. The Employer further agrees that separated employees of the unit in a reduction in force will be offered positions at the same or lower grade from which separated for which they are qualified that develop within 90 days 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 such letters will be furnished the Union upon request. 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.

Section 9. The Parties agree to the following arrangements when 50 or more employees are separated pursuant to RIF:

- a. The Employer will meet, during working hours, with all affected employees regarding benefits available to them, including reinstatement eligibility, the AAFES Group Insurance Continuation Program, the Portability Act, severance pay, pay retention, unemployment compensation, and information on any other out placement assistance available under the terms of this agreement.
- b. If applicable, the Employer will contact the appropriate State Unemployment Office and request that a representative of that agency brief affected employees on procedures to be followed in filing unemployment benefit claims, as well as any out placement services available. The meeting with affected employees will be conducted no later than one week prior to the effective date of the RIF.

- c. A Job Information Bulletin Board will be created for

employees separated pursuant to RIF. The Employer 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 this bulletin board.

d. 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.

ARTICLE 35 (continued)

e. 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. 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.

f. 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 separated pursuant to 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.

g. 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.

h. 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 four weeks following the final paycheck.

i. The Employer agrees that accrued Annual Leave will be paid in a lump sum on employees' final paychecks. Payment of employees' retirement contribution will also be paid on final paychecks 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.

j. The Employer may 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.

k. Employees who have been identified for separation due to RIF may be allowed Administrative Leave, in increments of no less than 1 hour, for scheduled interviews, provided the employees apply for leave in advance. Such Administrative Leave may be granted throughout the advance notice period.

Section 10: The Parties agree, as a minimum, the arrangements in Section 9a, d, g, h, and i, of this Article, will be applied to any bargaining unit employee separated pursuant to RIF.

ARTICLE 36

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Except as provided for by law, this Article shall be the sole and exclusive procedure available to the Employer and the Union and employees of the Unit for the resolution of grievances.

Section 2. Definition - A grievance means any complaint -

- a. By 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 any employee, the Union or the Employer concerning -
 - (1) the effect or interpretation or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that the following matters shall be outside the scope of any grievance procedure:
 - (1) Any claimed violation of Subchapter III, Chapter 73, Title 5, relating to prohibited political activities; or
 - (2) Retirement, life insurance, or health insurance; or
 - (3) A suspension or removal under 5 U.S.C. 7532; or

- (4) Any examination, certification or appointment relating to initial employment; or
- (5) The classification of any position which does not result in the reduction-in-grade or pay of an employee; or
- (6) A performance rating of satisfactory or higher; or
- (7) Separation during probation, except for cause; or
- (8) Non-selection for a position outside the Unit.
- (9) Non-selection for promotion from a group of properly ranked and certified candidates;
- (10) Wage, salary, or commission rates and schedules;
- (11) Separation for disqualification such as loss of license, bond or certification;
- (12) Assessment of pecuniary liability;
- (13) A warning letter pertaining to a performance deficiency.

Section 3. A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare, and present a grievance. However, no overtime will be paid to any such employee or Union representative to accomplish these functions.

ARTICLE 36 (continued)

Section 4. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if designated as representative, will call the employees together and have them select one of the grievances for

processing. All grievants will be identified on the grievance selected for processing will be applicable to all grievants identified.

Section 5. The parties agree that the Union may, in its own behalf or on its own behalf or on behalf of any bargaining unit employee, present and process grievances. The parties agree that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration, which may be invoked by either the Union or management. All disputes of grievability or arbitrability may be referred to arbitration as a threshold issue.

Section 6. In presenting a grievance at any step of this Negotiated Grievance Procedure, either the aggrieved employee or his representative will inform the appropriate management official of the Employer that he is presenting a grievance for processing under this Negotiated Grievance Procedure, the basis for the grievance, and the corrective action being sought.

Section 7. At any step of this Negotiated Grievance Procedure the Employer, upon request, will provide the Union a copy of relevant records that are reasonably available.

Section 8. Once a grievance has been accepted for processing under the Negotiated Grievance Procedure, failure of the aggrieved employee or the appropriate Local to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next step of the Negotiated Grievance Procedure. Time limits stated in the Negotiated Grievance Procedure. Time limits stated in the Negotiated Grievance Procedure may be extended by mutual agreement of the parties.

Section 9. Grievances may be initiated by employees, singly or jointly, or by the union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An

employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure. However, unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 10. Grievances concerning disciplinary actions will be initiated at the grievance procedure step of the deciding official within fifteen (15) calendar days of the effective date of the action.

Section 11. The following are the steps of the Negotiated Grievance Procedure:

Step 1. An aggrieved employee shall seek informal resolution of his immediate supervisor or the appropriate management official who has authority to settle the grievance within fifteen (15) calendar days of the date of the event or occurrence or the date he became aware of the event or occurrence which led to the employee's grievance. The grievance may be presented orally or in writing. The immediate supervisor shall answer the grievance either orally, if tendered orally, or in writing, if tendered in writing, within seven (7) calendar days following receipt of the grievance.

Step 2. If the employee or the Union is not satisfied with the supervisor's answer, a formal grievance may be submitted to the branch manager within seven (7) calendar days from receipt of the supervisor's answer. The grievance shall be submitted in writing and shall contain the name of the grievance; a statement of the event or occurrence which caused the grievance; the date of the grievance was filed at the first step level; the date of the supervisor's answer; the corrective action sought; and the name of the Union representative, if any. The manager will meet with the aggrieved employee and the Union representative, if any, within seven (7) calendar days after receipt of the

grievance. The manager shall render a decision to the employee and the Union in writing within seven (7) calendar days after the meeting.

Step 3. If the employee or the Union representative is not satisfied with the manager's decision, the employee or Union representative may, within seven (7) calendar days, submit the grievance in writing, to the Principal Management Official. The PMO shall review the grievance and render a decision within seven (7) calendar days from receipt of the formal grievance. This will be the final decision of the Employer.

Section 12. Employer grievances shall be filed in writing with the President of the Union. Union grievances shall be filed in writing with the PMO. The grievance shall specify the basis for the grievance and the corrective action sought. Employer/Union grievances must be filed within fifteen (15) calendar days of the event or occurrence which led to the grievance. Written decisions will be issued within fifteen (15) calendar days of receipt of the grievance.

Section 13. Grievances not resolved under this Article may be referred to arbitration in accordance with the provisions of the "Arbitration" Article.

ARTICLE 37

ARBITRATION

Section 1. In the event that the Employer and the Union fail to settle any grievance arising under the Article of this contract entitled "Negotiated Grievance Procedure," such grievance, upon written request by either party within ten (10) calendar days following the conclusion of the last step of the grievance procedure, will be referred to arbitration.

Section 2. Within ten (10) calendar days after the request for arbitration is received, the party invoking arbitration will pay the total fee for the arbitration panel request to the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Within ten (10) calendar days of receipt of the list, the parties shall select an

arbitrator from the list by mutual agreement or by alternately striking names.

Section 3. The grievance shall be heard by the arbitrator as promptly as practicable on a date mutually agreeable to the parties. All participants in the hearing shall be in a duty status only for regularly scheduled hours. No participant's shift will be changed to put the employee in a non-duty status during the arbitration process. While all employees participating in the arbitration process shall be on official time, travel and per diem expenses, if applicable, will not be provided by the Employer except on a case-by-case basis and upon written approval of the Employer. Local Exchange Service transportation will be provided, if available, for employees participating in the arbitration process within an exchange area. Except by mutual consent, the arbitrator shall hear threshold and merit issues at the same hearing. The arbitrator shall render an award within 30 calendar days after the hearing. The arbitrator's award shall be final and binding subject to the review procedures of the Civil Service Reform Act of 1978. The arbitrator's fees shall be divided equally. Should either party request a transcript, the cost of such will be borne by the party requesting it. Should both parties request a transcript, such costs will be shared equally. The arbitrator shall have no authority to add to or modify any terms of this Agreement.

ARTICLE 38

TERM OF AGREEMENT AND METHOD OF AMENDMENT

Section 1. This Agreement shall be effective upon approval.

Section 2. This Agreement will be in full force and effect for 5 years following its effective date and will automatically renew itself from year to year thereafter, unless reopened in accordance with this Article.

Section 3. During the interval 120 to 90 calendar days prior to the expiration date of this Agreement, either party may give written notice of its intention to reopen and amend or modify the Agreement.

Section 4. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement as the result of pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union concerned shall be continued, as well as the Agreement, until resolution of the dispute or issue.