

Collective Bargaining Agreement

between

**Laborers' International Union of North
America, Federal Public Service
Employees, Local 572, AFL-CIO**

and the

**Army and Air Force Exchange Service
at Fort Lee Exchange**

2003

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Preamble

This agreement is entered into between the General Manager, Fort Lee Exchange, Virginia, who is authorized to negotiate a collective bargaining agreement to cover the unit employees of the Fort Lee Exchange, hereinafter referred to as the "Employer," and Laborers' International Union of North America, Federal Public Service Employees, Local 572, AFL-CIO, hereinafter referred to as the "Union." The parties will be bound by this agreement.

Witnesseth:

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the service to the customers of the Fort Lee Exchange and the working relationship between the Exchange management and employees within the meaning of Civil Service Reform Act of 1978; to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment; and to provide a means for amicable discussion and adjustment of matters of mutual interest at the Fort Lee Exchange, Virginia.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

UNION'S RECOGNITION AND RESPONSIBILITIES

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting general working conditions at the Fort Lee Exchange, Virginia, without discrimination and without regard to union membership.

Section 2. The unit to which this agreement applies is as follows:

Included: All regular full-time and regular part-time hourly pay plan (HPP) and commission pay plan (CPP) employees including off-duty military personnel employed at the Fort Lee Exchange, Virginia, and satellite facilities located at Fort Pickett, Defense General Supply Center, Richmond and Judge Advocate General (JAG) School Bookstore, Charlottesville, Virginia.

Excluded: Temporary full-time (employed for a period of 90 days or less non-recurring, or not to exceed 180 days based on a specific event, non-recurring); temporary part-time (employed for a period of 90 days or less non-recurring); casual labor and on-call employees; managerial, executive and supervisory employees; employees engaged in federal personnel work in other than a purely clerical capacity; professional employees; guards, as defined in the Order and employees of the Capitol Exchange Region.

ARTICLE 2

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers and stewards duly authorized to act for the Union. The Union agrees to designate a reasonable number of stewards to insure that all employees in the unit will have access to a steward, in the vicinity of their work location if practicable.

Section 2. The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized officers and stewards, together with the designation of the group of employees each is authorized to represent.

Section 3. The Employer agrees to provide the Union a quarterly listing of all new eligible employees hired in the unit. The listing will contain the name and duty station of each employee.

Section 4. It is mutually agreed that every effort will be made to resolve problems at the lowest level of supervision. To this end, stewards are authorized to discuss appropriate matters with the immediate supervisor of the affected area. If the matter cannot be resolved at that level, it will be presented to higher levels of management by the Union Business manager or his designated representative, who may request the presence at such discussions of Stewards or Union officials who are employees of the unit and who have information which may be useful in resolving the problem.

Section 5. The Union agrees that its contacts with the General Manager, Fort Lee Exchange, and higher authority will be made by the Union Business Manager or his/her designee. Arrangements for meetings to be attended by representatives of the Union's parent organizations will be made in advance.

Section 6. Union stewards and officers will be granted reasonable time to discuss, by the most expeditious means, matters relating to their representation duties among themselves or with employees in the unit. Permission must be obtained in advance from the immediate supervisor of the steward if a prolonged discussion is to be involved or if the steward intends to leave the immediate work area to which he/she is assigned. Further, prior to contacting employees in another work area, the Union representative will report to the immediate supervisor in that particular area

and state the purpose of his/her visit. Subject to workload requirements, the supervisor will make the employee available for discussion. The Union recognizes that solicitation of membership or dues, and other internal Union business shall be conducted during the non-duty hours of the employees concerned.

Section 7. Officials of the Union's parent organizations may enter nonrestricted Exchange facilities for the purpose of meeting with Union officials to assist them in the performance of their contractual and constitutional obligations. Arrangements for such entry into exchange facilities by non-employee business agents will be agreed upon in advance by both parties; the Union will communicate its intentions to the General Manager, or his designated representative, and the specific time, place, duration, etc., will be negotiated. If the purpose of the meeting is to discuss matters relating to membership meetings, solicitation of membership, collection of dues, election campaigns, or other matters concerned with the internal management of the Union or its parent organizations, such meeting shall be conducted during the non-duty hours of the employees concerned.

Section 8. It is recognized that an employee selected to serve on the Union's Executive Board may wish to request to change work schedules with employees in the same job classification to participate in Board meetings. The Employer will, on a case-by-case basis, examine the possibility of rearranging work schedules, providing all the affected employees voluntarily agree and the Employer decides, in his/her sole discretion, that the Employer's efficiency will be maintained. A temporary or permanent schedule change may be made. Management retains the right to assign employees, based upon the qualifications of employees and the needs of the Employer.

Section 9. It is further agreed that the Employer will consider appointment of unit representatives to all non-management boards, committees and panels which the Union may consider appropriate.

Section 10. Employees will be permitted to review their own counseling cards and personnel folders (but not the Employment Suitability Folder provided for by AAFES regulations upon request, in the presence of their supervisor or a personnel official of the Employer.

Section 11. Personnel files may be reviewed only by the employee concerned and management personnel on a need-to-know basis.

ARTICLE 3

EMPLOYEE RIGHTS

Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include the right--

a. to act for the labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to representatives of the Employer including the head of the agency;

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees;

c. employees who have a grievance will be allowed reasonable time on the clock to prepare their grievance and for discussion with Union Representatives; and

d. employees who have discrimination complaints must first present their complaint to any one of the AAFES EEO Counselors appointed to service unit employees. The Counselor shall, within prescribed time limits, make every effort to resolve the complaint. If the complaint is not resolved to the satisfaction of the complainant, the Counselor shall inform the complainant that his/her next step is to file a formal complaint in writing, the time limits of filing, and with whom to file.

ARTICLE 4

WAGE SURVEYS

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. Non Craft and Trade Employees

Shift Differential/Sunday Pay/Holiday Pay – The premium payments may be paid if it is the prevailing practice in the private sector, in the local wage area, as verified during the DoD wage data collection process. The premium payments may be discontinued upon approval by the General Manager.

Section 10. 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 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.

Section 12. The Pay for Performance system described in this Article shall apply to all Administrative Support (AS) and Patron Services (PS) bargaining unit employees.

Section 13. Beginning with the first full pay period following November 1, 1998, covered 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

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

ARTICLE 5

INCENTIVE PROGRAM

Section 1. It is agreed mutually to support the AAFES management incentive program set forth in applicable regulations, designed to encourage employees to participate in the task of improving the efficiency and economy of the exchange operations.

Section 2. If an award is presented to a unit employee, it will be presented by appropriate authority in a suitable, well-publicized ceremony, and the Business Manager of the Union will be invited to be present.

Section 3. It is further agreed that the Employer will consider appointment of unit representatives to all non-management boards, committees and panels which the Union may consider appropriate.

ARTICLE 6

MANAGEMENT'S RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the agency--

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

b. in accordance with applicable laws--

(1) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, 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 agency 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.

Section 2. Nothing in this agreement shall preclude the agency and the labor organization from negotiating--

a. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the agency will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY RIGHTS

Section 1. EEO officials and management personnel responsible for writing, implementing, and evaluating EEO plans will periodically consult with employees, union representatives, committees, etc., for the purpose of evaluating attitudes toward the AAFES EEO Program.

Section 2. The Employer agrees to have Union representation on any EEO

Advisory Committee which may be established. Such a Union representative shall have access to training provided to other members of the committee. Notices of meetings and functions shall be provided to the Union representative on a timely basis.

ARTICLE 8

TRAINING

Training to be conducted will be in compliance with directives of the Commander, Army and Air Force Exchange Service, as may be implemented by the Senior Vice President, Eastern Region. These directives will be on orientation, training, Equal Employment Opportunity, upward mobility, and other training programs which exist or may be established. Employees are encouraged to inquire through their first-line supervisors and the exchange personnel office as to available training possibilities. The final decision for selection into training programs will, of course, rest with management.

ARTICLE 9

JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. Each employee in the Unit shall be afforded the opportunity to consult with the Employer for the purpose of reviewing his/her job description to determine if he/she is being required to work outside his/her job description. Each such employee is entitled to Union representation or assistance in discussing these matters with the Employer.

Section 2. 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 it is mutually agreed that the required work is outside the job description, corrective action will be taken. It is understood that all job descriptions are established by the Department of Defense or the Commander, AAFES.

Section 3. All employees will be furnished a copy of their job description upon request, when the descriptions are available.

Section 4. Any job descriptions of the unit will be furnished to the Union upon request.

Section 5. Employees who feel that they are being worked outside their job descriptions will, nevertheless, carry out the instructions of their supervisors and then consult about the problem, as set forth in Section 1 of this article, at a later convenient time.

ARTICLE 10

COUNSELING AND PERFORMANCE APPRAISAL

Section 1. Supervisors shall counsel employees on a continuing basis and both positive and negative comments, as appropriate, should be entered on the communications record. The AAFES Employee Assistance and Drug-Free Workplace Programs apply to all employees.

Section 2. For employees in the Pay-for-Performance Program, performance shall be rated in accordance with applicable performance levels outlined in AAFES regulations. 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 3. The supervisor will discuss with the employee his performance rating period prior to making it a part of the employee's record. A copy of the evaluation will be given to the employee.

Section 4. An employee who objects to his performance evaluation may file a grievance pursuant to Article 21, Grievance Procedure.

Section 5. 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 6. 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 7. 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 may provide training and on the job assistance to help the employee improve the performance deficiencies.

Section 8. 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.

ARTICLE 11

WORKING CONDITIONS

Section 1. Due to the operational needs of the Employer, the administrative workweek will consist of seven consecutive days extending from 0001 hours Saturday to 2400 hours the following Friday.

a. The regular-scheduled workweek consists of the specific days and hours during the administrative workweek that the employee is scheduled to work.

b. The regular-scheduled workweek will not exceed 40 hours. Except where inconsistent with operational needs, the hours scheduled will not exceed eight hours per workday and will not be scheduled for more than five days in an administrative workweek. The regular-scheduled workweek will not include hours on more than six days or include more than 10 hours on any one workday, except during an annual or other directed inventory.

c. Changes in the regular-scheduled workweek will be posted on the bulletin board and otherwise brought to the attention of the employees at least one week prior to the effective date of the new schedule, except in

cases of emergency or extraordinary business needs.

Section 2. When a temporary assignment is to be made and an employee has been selected for the assignment, management will determine whether the temporary assignment is to be a detail or a temporary promotion, as follows:

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

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

Section 3. Shift and Sunday differential will be paid in accordance with AAFES regulations and directive implementing Public Law 92-392, 19 August 1972 (Henderson Bill).

Section 4. All employees assigned to food activities who work four or more hours per 24-hour period will be furnished the following:

a. Purchase of food and beverages at the rate of 50% off the regular retail price.

b. Free coffee and tea in unlimited quantities.

The above does not extend to retail convenience items. The employee must consume any food or beverage purchased at the 50% discount, or any free tea or coffee, on the premises and during his regular paid break period or other period authorized by the food activity manager for the purpose of utilizing the provisions of this section.

Section 5. Payroll checks will be distributed via direct deposit to individual employee checking or savings account.

Section 6. All regular full-time and regular part-time Hourly Pay Plan employees will be given advance notice of proposed separation while in a pay and duty status in accordance with applicable regulations.

Section 7. Time sheets shall not be signed by the employees until verified and determined to be correct.

Section 8. Crafts and Trades (CT) employees' step advancements will be effective with the first pay period following completion of the prescribed waiting period. The following waiting periods apply:

- a. 26 weeks in Step 1 for advancement to Step 2.
- b. 78 weeks in Step 2 for advancement to Step 3.
- c. 104 weeks in Step 3 for advancement to Step 4.
- d. 104 weeks in Step 4 for advancement to Step 5.

Section 9. Rest Periods. Except when clearly inconsistent with operational requirements, employees working six hours will be authorized one 15-minute break and employees working more than six hours will be authorized either two 15-minute rest periods or one 30-minute rest period during the workday.

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

Section 10.

a. Regular full-time employees are hired for continuing positions with a regularly scheduled workweek of 35 to 40 hours per week. These employees are entitled to all fringe benefits available to Hourly Pay Plan employees.

b. Regular part-time employees are hired for continuing positions with a regularly scheduled workweek of at least 20 but less than 35 hours.

c. Regular part-time employees will be considered for regular full-time employment as appropriate vacancies occur.

Section 11. CT Wage and Step advancements are automatic if:

- a. Performance is satisfactory.
- b. Written notice has not been given prior to eligibility for step advancement indicating advancement is being withheld.

Section 12. Tardiness (absence at the beginning of the workday) of less than one-quarter hour may be excused in cases of emergency at the discretion of the Manager without charge to leave. The Manager may instead choose to charge such tardiness after reporting for work to annual leave or LWOP in multiples of one hour, in which case the employee will not be required to work during the period he is charged annual leave or LWOP.

Section 13. Unit employees will not be deprived of any preexisting benefits as a result of the execution of this agreement.

Section 14. Employees will be required to perform all tasks required by individual job descriptions without regard to sex.

ARTICLE 12

FACILITIES AND EQUIPMENT

Section 1. Some cash registers utilized in the Employer's activities do not permit the maintenance of separate cash funds. When two or more employees are required to use the same cash fund and variances occur, management will only take disciplinary action if the responsibility for the variance can be clearly established through investigation or observation. An employee being questioned regarding such variances has the right to Union representation.

Section 2. Employees will report defective vehicles promptly. No disciplinary action will be taken against an employee for vehicle damage

which is not the fault of the employee. A reasonable effort will be made to place a driver in other work temporarily in the event of a truck breakdown which is not the fault of the driver.

Section 3. Management will make every reasonable effort to provide necessary material and items required for the employees to perform their work. Equipment shall be properly maintained by the employees and the Employer.

Section 4. Bulletin board space sufficient to accommodate the posting of two 8 ½ x 10 inch sheets of paper will be provided the Union on existing bulletin boards within employee rest areas. All material posted in such space must be submitted to the General Manager or his designated representative for approval prior to posting. The Union will maintain such provided space in a neat and orderly manner.

ARTICLE 13

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 hours in any one workday. All unit employees, except Commission Pay Plan, will receive pay at one-and-one-half times their regular rate for all work performed on an overtime basis.

Section 2. Preference in the assignment of necessary overtime work approved by the General Manager 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 manager may assign the work to another qualified employee by offering the work first to the employee who is present at work at the branch and who has gone the longest period without working overtime.

Section 3. With respect to after-hours affairs, where the Exchange is requested to furnish services not directly related to the cafeteria or vending operations, the Employer reserves the right to assign qualified employees. Employees may request to be excused from such special assignments and such excusals shall have no effect on regular assignments or benefits within the Exchange. A decision not to excuse an employee who requests

that he be excused from such assignment is subject to review under the provisions of Section 4.

Section 4. 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 Branch Manager. The Employer's relief of an employee from an overtime assignment shall be contingent upon the availability of another qualified employee for the work assignment.

Section 5. Employees required to perform work on a day outside their regular workweek, or who, because of a call-in are required to make an extra trip to and from work on a scheduled workday, shall be paid a 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.

ARTICLE 14

LEGAL HOLIDAYS

Section 1. The following are observed as legal holidays:

New Year's Day.

President's Day (date designated for federal employees).

Memorial Day.

Independence Day.

Labor Day.

Columbus Day.

Veteran's Day (date designated for federal employees).

Thanksgiving Day.

Christmas Day.

Martin Luther King's Birthday.

Any other day proclaimed by federal law or Executive Order.

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

- a. The holiday, if it is a scheduled workday.
- b. The following workday, if the holiday falls on Sunday and Sunday is not a workday.
- c. The preceding workday, if the holiday falls on any other nonworkday.

Section 3. All employees, except employees in a leave-without-pay status, who are authorized time off for a holiday will be paid at their regular rate of pay (plus shift differential, if applicable) for all hours normally scheduled.

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

ARTICLE 15

REDUCTION IN FORCE- - HOURLY PAY PLAN EMPLOYEES

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.

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.

ARTICLE 15 (continued)

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 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 band, when two or more grades/pay bands 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 band level.

- a. Continuance in the same position.
- b. Lateral local transfer to a vacant position.
- c. Lateral local transfer to a position held by a probationary employee, or to a position held by an employee with a lesser category (i.e., RFT to RPT; RPT to INT).

- d. Downgrade local transfer to a vacant position.
- e. Downgrade local transfer to a position held by a probationary employee, or to a position held by an employee with a lower retention score, bearing the title, job code, and grade previously held by the employee prior to assignment to the current position under RIF, provided the employee remains qualified to perform the duties and responsibilities.
- f. Separation.

Section 7. Regular full-time (RFT) and regular part-time (RPT) employees shall be given thirty (30) calendar days notice of transfer, downgrade, or separation. 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

ARTICLE 15 (continued)

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.

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 the 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 payday.

i. The Employer agrees that accrued Annual Leave will be paid in a lump sum on employees' final payday. Payment of employee's retirement contribution will also be paid on the final payday 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 hours, 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 16

PROMOTIONS - - HOURLY PAY PLAN EMPLOYEES

Section 1. Promotions are based upon criteria stated in AAFES regulations.

Section 2. The Employer agrees to post notice of position vacancies within the bargaining unit. These notices will remain posted for a period of not less than 3 workdays. The notices will contain the qualification requirements, the name of the branch where the vacancy exists, the procedures for applying for such vacancy, and the closing date for applying. If any employee desires to see a copy of the applicable job description, he/she may do so upon request to the personnel office or to the Business Manager or the Union Local.

Section 3. The policy is, where possible, to promote employees from within, based on the above criteria. Only after eligible employees have been considered will the Employer recruit from outside the AAFES. The Employer is an equal opportunity employer.

ARTICLE 17

RETIREMENT

Section 1. All regular full-time civilian employees who are citizens, noncitizen nationals, or permanent residents of the United States are eligible to participate. All regular part-time employees, if otherwise eligible, will participate in the plan if they are converted to a regular full-time employment positions. This plan covers all eligible AAFES employees worldwide and is subject to change.

Section 2. Each eligible employee will receive a written summarized description of the retirement plan upon request, as the descriptive Retirement Plan booklets become available.

Section 3. When the Employer is notified of changes made in the plan, the union will be notified as soon as possible.

ARTICLE 18

GROUP INSURANCE PLAN

Section 1. Regular full-time and Regular part-time employees of the unit will be eligible for participation in the DoD NAF Health Insurance Plan.

Section 2. In accordance with the DoD NAF Health Insurance Plan it is the responsibility of the Employer to assure that the benefits are fully explained to each eligible employee.

Section 3. The DoD NAF Health Insurance Plan information will be distributed to each eligible employee immediately after hiring, when such booklets become available.

Section 4. Eligible employees will be informed of open enrollment and cancellation periods.

ARTICLE 19

LEAVE

Section 1. Absence Without Leave (AWOL)

a. Absence without leave will be appropriately recorded in the employee's pay record for any period of absence for which - -

(1) Advance authorization for leave was not obtained, except where it is determined that the absence without securing advance approval was excusable because of circumstances which rendered prior application therefore impracticable.

(2) An employee's request for leave has been officially denied, or,

(3) An employee fails to return to duty from leave status and fails to inform the proper authority of his intention.

b. Employees properly recorded as AWOL are not entitled to compensation for such periods of absence and may be separated for cause under the provisions of AAFES regulations.

c. Employees whose absence without leave exceeds seven days may be separated for abandonment of position in accordance with AAFES regulations.

Section 2. Leave without pay.

a. Leave without pay will be utilized in order to avoid a break in employment under the following circumstances:

(1) Where there is insufficient accrued leave and the employee is authorized to be absent from work or is absent because of prolonged illness, injury, pregnancy or confinement.

(2) As a result of suspension.

(3) When an employee leaves AAFES to go on active military duty in accordance with AAFES regulations.

(4) Upon the employee's request for reasons acceptable to AAFES.

b. Leave without pay is subject to the following restrictions:

(1) Leave without pay will not be granted for a period exceeding one year, except in connection with military leave or upon approval of the Commander, AAFES.

(2) Before leave without pay is granted for illness, injury, pregnancy or confinement, accrued sick leave and annual leave, in that order, must first be exhausted.

c. An employee on leave without pay (except (3) above) may be separated in the same manner though he was in a pay and duty status.

d. Creditable service for CTs toward completion of the waiting period for within grade step advancement will include any periods of leave without pay up to the maximum periods specified below:

(1) One week in the waiting period for advancement to Step 2.

(2) Three weeks in the waiting period for advancement to Step 3.

(3) Four weeks in the waiting period for advancement to Steps 4 and 5.

e. CT employees returning to pay and duty status after a continuous leave without pay period of more than 52 calendar weeks will begin a new waiting period for within grade step increase (except as provided in a (3) above).

f. Any period of leave without pay in the grade, step, and salary from which demoted non-prejudicially will be creditable toward eligibility requirement of two continuous years' service for salary retention (see AAFES regulations).

g. When leave without pay is granted, or can reasonably be anticipated under a(1) above (avoid a break in employment), an employee who has completed the probationary period retains the right to immediately return to duty in his/her former position and grade as follows:

(1) The period of absence (i.e., sick leave, annual leave, leave without pay) during which the employee retains the right to immediate return to duty will not exceed a total of 180 calendar days or 90 calendar days leave without pay, whichever is less.

(2) Upon expiration of the period described in (1) above, the employee no longer has the right to immediate return to duty in his/her former position and grade. At that time, if the employee is still unable to return to work, he/she may be separated for disability or maternity or

ARTICLE 19 (continued)

allowed to continue in employment in a LWOP status beyond the period described in (1) above, and later requests return to duty upon presentation of a medical certificate of fitness to work, action will be taken in the order listed below without unreasonable delay:

(a) Assign the employee to his/her former position, if available.

(b) Transfer the employee to a vacant position of equal or higher grade of pay, if qualified (local transfer).

(c) Approve the employee's request for voluntary downgrade transfer to a vacant position.

(d) Separate the employee under the provisions of this paragraph. No notice period is required.

(3) During this period described in (1) above, the position, if it is to be filled, may be filled by detail, by intermittent, temporary part-time or temporary full-time employees. Upon expiration of this period the position may be filled on a regular basis since the absent employee then no longer has the right to immediate return to duty in the former position and grade.

(4) This policy does not apply to employees who are granted leave without pay while still serving in the probationary period, or to employees granted leave without pay under a(2), a(3), and a(4) above.

Section 3. Administrative leave.

a. Administrative leave will be approved for the reasons set out in "b" 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.

b. Administrative leave may be granted to an employee in connection with - -

(1) A death in the employee's immediate family or household.

(2) Brief periods of absence or tardiness due to circumstances beyond the employee's control.

(3) Blood donations for which the employee is not paid.

(4) Registration with or required appearance before the employee's draft board.

(5) Voting in governmental elections.

(6) Fulfillment of administrative responsibilities in connection with a nonlocal transfer or separation.

(7) Serving on a jury or as a witness in the employee's official capacity as an AAFES employee, serving as a witness in behalf of AAFES or the United States or serving on a jury. (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.)

(8) 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 be granted in accordance with AAFES regulations.

(9) Adverse weather conditions, acts of God, military necessity, or other events beyond the control of AAFES management. A maximum of one workday of the total absence from work will be granted as administrative leave. When the closing of the 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. When an employee potentially affected by the administrative leave is already on approved leave or sick leave at the time of the activity closing, he/she will not be placed on administrative leave for any period covered by the approved leave.

ARTICLE 19 (continued)

Section 4. Annual leave

a. Purpose. Annual leave is granted for the purposes of rest and relaxation, to maintain employee morale, and to attain maximum efficiency and productivity in the utilization of employees. Therefore, employees will be encouraged to take accrued annual leave.

b. Scope. The provisions of annual leave are applicable to all regular full-time and regular part-time employees assigned to the 50 states and the District of Columbia. Employees appointed to regular full-time or regular part-time status accrue annual leave from the date of appointment.

c. Application for leave.

(1) So far as possible, annual leave will be granted to employees for the periods requested; however, the operating requirements of AAFES will have precedence. When two or more employees of the same section or activity request leave for the identical period at the same time, and the presence of one or more of these employees is essential to the efficient and continued operation of the section or activity, the employee who is senior in exchange service will be given preference for the period requested.

(2) In order that all eligible employees receive fair and equal consideration in the grant 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 days or asking for leave on shorter notice; however employees who specify desired periods on the leave charts will be given preference for the periods requested.

(3) Each employee must apply for approval of leave. Applications should be submitted well before the requested period when the employee needs firm dates. Applications for annual leave will be considered promptly and will be approved in advance of granting leave. Approval may be withdrawn only in case of operational need.

d. Grant of annual leave.

(1) Annual leave will be granted for those periods within the employee's regular-scheduled workweek not to exceed 40 hours and will be compensated for at straight-time rates.

ARTICLE 19 (continued)

(2) Annual leave will not be granted in units of less than one-half hour, except where an employee's regular-scheduled workday includes a fraction of an hour other than one-half hour and leave is granted for a full day.

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

e. Annual leave accrual rates.

(1) Annual leave will accrue as follows:

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

(b) Employees with three years but less than 15 years of service will accrue 7½ percent of the total regular hours worked (excluding overtime), except that for the final biweekly period of the fiscal year, it will accrue at a rate of 12½ percent.

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

(2) 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.

f. Employees may not have more hours of accrued leave at the end of the final pay period of the fiscal year or selected leave cut-off date than allowed by AAFES regulations.

g. Pay in lieu of leave. Employees who have accrued annual leave at the time of separation or conversion to an employment category other than regular full-time or regular part-time will be paid for the carry over balance from the previous fiscal year not to exceed 240 hours and unused leave accrued during the current fiscal year.

h. Service for determination of leave accrual rate.

(1) Service for this purpose includes:

(a) Service as a regular full-time and regular part-time employee and periods of temporary full-time employment converted to regular full-time employment.

(b) All periods of active military service in any branch of the Armed Forces of the United States except that retired members only receive credit for periods served in wartime, during actual participation in a campaign or expedition for which the member has received a campaign badge, or all active duty service if separation is based on disability received as a result of armed conflict or from a tool of war.

(c) Active service from 30 June 1960 in the regular corps or reserve corps of the Public Health Service of the United States and after 30 June 1961 as a commissioned officer of the Environmental Science Services Administration (Coast and Geodetic Survey).

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

(3) Non-duty time while in the Reserve components specified in (1)(b) and (1)(c) above or in the Army or Air National guard is not creditable.

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

Section 5. Sick leave.

a. Purpose. Sick leave is granted to allow employees to avoid financial hardship due to absence from work due to illness or injury.

b. Scope. The provisions of sick leave are applicable to regular full-time and regular part-time employees assigned in the 50 states and the District of Columbia. Sick leave is earned from the first pay period of

ARTICLE 19 (continued)

appointment to regular full-time or regular part-time status and will be available for use at anytime.

c. Sick leave accruals.

(1) Sick leave will accrue at a rate of five percent of the total straight-time worked.

(2) Sick leave accrued while on annual leave or sick leave is credited to the employee's account at the end of the pay period in which accrued.

(3) Sick leave credits will be canceled for a regular full-time, or regular part-time employee converted to any other category. (If any employee is reinstated to regular full-time employment within 180 days of his/her conversion, sick leave accruals will be recredited to his/her account.)

d. Application for sick leave.

(1) Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of that absence or as soon thereafter as possible. When the situation permits, application for sick leave for medical, dental, and optical examinations or treatment will be submitted and approved in advance.

(2) When 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. Medical certificates from the attending physician for periods of sick leave less than five days may be required upon approval by the second line supervisor or higher authority.

e. Grant of sick leave.

(1) Sick leave will be granted for periods within the employee's regularly scheduled workweek, not to exceed 40 hours, and except as provided below, will be compensated for at the employee's hourly base salary.

(2) Sick leave will be granted in the following circumstances only:

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

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

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

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

(4) When an employee is absent due to sickness or injury for an extended period, and all accrued sick leave is exhausted, the remainder of the absence will be treated as annual leave until exhausted and then as leave without pay except as otherwise authorized under "g" below.

(5) 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 the illness is at least five consecutive days and the application for sick leave is supported by medical certificate.

(6) For employees covered by Worker's Compensation insurance, accrued sick leave payment will be as follows:

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

ARTICLE 19 (continued)

(b) When payment of Workers Compensation benefits is delayed, the employee may be authorized the payment of accrued sick leave up to an amount not exceeding his/her base salary. Upon payment of compensation benefits, an amount equal to the amount granted under those benefits will be refunded to AAFES. The employee's sick leave account will be recredited with the number of hours equivalent to the amount returned. If sick leave is exhausted and annual leave is paid in lieu of sick leave, the annual leave will first be credited in full and the balance credited to sick leave.

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

(8) All unused sick leave will be canceled when employment with AAFES is terminated. No lump sum payment of sick leave will be made.

f. Recurring sick leave.

(1) Sick leave is intended to be used only as necessary.

(2) Misuse of sick leave is a proper basis for disciplinary action.

(3) Since frequent absences affect an employee's potential as an AAFES employee, the frequency of sick leave taken may properly be considered in connection with any personnel action.

(4) Chronic use of sick leave on an intermittent basis may be considered in determining whether the employee meets the continuing requirement of satisfactory physical condition in accordance with AAFES regulations.

g. Advance sick leave.

(1) In cases of sickness where an employee is known to be ill or injured, advance sick leave may be granted by the authorities designated by the Commander, AAFES, where accrued sick leave and annual leave have been exhausted.

(2) The amount of advance sick leave to an employee's account may not exceed a maximum of 240 hours and will be granted only under the following circumstances:

(a) 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.

(b) There must be a reasonable assurance that the employee will return to duty before advance sick leave is granted.

Section 6. Maternity and paternity absences. Regular full-time and regular part-time employees may request sick leave, annual leave and leave without pay (LWOP) if incapacitated due to pregnancy and confinement as established by medical authority. Absences covering pregnancy and confinement are treated as any other medically certified disability. Regular full-time and regular part-time male employees may request annual leave or LWOP for assisting in or caring for minor children or the mother of their newborn child while she is incapacitated as established by medical authority (physician's statement) for maternity reasons.

Section 7. Military leave with pay.

a. Purpose. Military leave with pay is administrative leave granted to employees who are required to absent themselves from work for military training in the U.S. Armed Forces

b. Scope. These provisions are applicable to regular full-time and regular part-time employees.

c. Grant of military leave with pay.

(1) A maximum of 15 days military leave without charge to annual leave or loss of pay in any one calendar year will be granted to members of the following groups under the conditions described:

(a) Members of the Reserve components of the Armed Forces when ordered to active duty for training.

(b) Members of the National Guard, other than the National Guard of the District of Columbia, when duly ordered for field or coast defense training.

(2) Members of the National Guard of the District of Columbia when duly ordered for parade or encampment duty will be granted military leave with pay for all days of the duty.

(3) In computing the 15 days allowed for military leave, nonworkdays falling within the military tour of duty will be charged; however, nonworkdays at the beginning or end of the military tour are not charged. Where the military leave is exhausted, the employee may be granted annual leave. If, because of sickness or injury, a reservists active duty orders are extended beyond the initial period of military leave, available sick and annual leave may be granted.

Section 8. In the event of renovation or repairs to facilities or equipment (made necessary through no fault of the employees involved) resulting in the temporary impossibility of continued work, the Employer may grant administrative leave, reassign the affected employees to other work, or release them on annual leave, if any, or leave without pay, at the discretion of the Employer.

ARTICLE 20

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. It is agreed that no disciplinary/adverse action will be taken until the employee has an opportunity to explain his/her side of the matter, if practical. It is understood that management retains the right to discipline employees, and there is no requirement to notify or consult with any union representative prior to such action.

Section 2. In accordance with applicable laws, regulations, and this agreement, an aggrieved employee may raise matters under this article through the negotiated grievance procedure set out in Article 21, unless excluded from consideration by the provisions of that article.

Section 3. 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 4. Employees may be disciplined in accordance with the following procedures:

a. Advance notice periods for disciplinary actions will be in accordance with AAFES regulations.

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 5. 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 6. 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 7. 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 21

GRIEVANCE PROCEDURE

Section 1. The Union and the Employer mutually support and subscribe to the concept that effective communications between the individual employee and his immediate supervisor are most important in achieving the mission of the Exchange and in maintaining morale. To this end, the Union and the Employer agree that an employee should first bring his/her problem or grievance to the attention of his/her immediate supervisor in an informal discussion.

Section 2. It is mutually understood that the provisions of this article do apply to appeals or complaints that are within the discretion of the employer. Except as provided by law, matters for which a separate

appeals procedure is prescribed by a higher authority and matters specifically listed in AAFES regulations are excluded. This shall be the sole procedure through which complaints not excluded from application under this article, may be processed. The Agency's grievance procedure is not available to bargaining unit employees. Grievances filed under this procedure must be brought within 21 calendar days of the action provoking the complaint.

Section 3. If the discussion with the immediate supervisor does not resolve the grievance, the employee may within 5 workdays go to the branch manager for a discussion of the problem. The employee may be assisted at this and the following steps in this procedure by his union steward or other representative of his choice at his own expense. Other supervisors below the branch manager may be brought into the discussion by the branch manager.

Section 4. If the discussion with the branch manager does not resolve the grievance, the employee may, within 5 workdays after the discussion with the branch manager, submit the grievance in writing to the General Manager.

Section 5. As an exception to the above procedure, the personnel assigned to maintenance and the office will, within 5 workdays after the discussion with their immediate supervisor, provided for in Section 1 above, proceed directly to the General Manager by submitting the grievance in writing, because the office and maintenance personnel are not specifically assigned to a branch or operations manager.

Section 6. The General Manager will provide a written decision within 15 workdays to the employee with a copy to the Union.

Section 7. If the grievance is not satisfactorily settled upon the decision of the General Manager, arbitration may be invoked in accordance with Article 22. Arbitration may be invoked only by the Employer or the Union.

Section 8. The above time limits may be waived by mutual agreement. In the absence of such agreement, the failure on the part of the Union or employee to observe the time limits will constitute a waiver of any further consideration of the grievance. The failure of the Employer to answer

within the time limits will enable the employee and the Union to proceed to the next step.

Section 9. It is agreed that the Employer will post on each branch bulletin board an organizational chart showing the names of immediate supervisors at that branch and their titles, and keep such chart on an up-to-date basis.

ARTICLE 22

ARBITRATION

Section 1. Within ten (10) workdays from the receipt of a written decision from the General Manager, the Union may request the General Manager, or his/her designated representative, to meet with the Business Manager, the aggrieved employee, and one other representative to be designated by the Union in an effort to reach a satisfactory settlement of the grievance or dispute. In the event the grievance is satisfactorily settled, such settlement will be reduced to writing by the Employer, countersigned by the Business Manager and Employee, if applicable, and copies supplied to the persons involved. If the grievance is not satisfactorily resolved, an arbitrator will be elected as provided for below.

Section 2. Within five (5) workdays from the date of the discussion provided for in Section 1 of this Article, the Union and the Employer shall endeavor to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as arbitrators. The party invoking arbitration will pay the total fee for the arbitration panel request to the FMCS. The parties shall meet within five (5) workdays after the receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and all expenses of the arbitrator shall be borne equally by the Employer and the Union. Such fee and expense shall not exceed the prevailing rate authorized for Civil Service employees of the

Department of Army, and the maximum per diem rate payable to employees under the Joint Travel Regulations. The arbitration hearing shall normally be held during the regular day shift hours of the basic workweek of Monday through Friday, and all employee representatives, employee witnesses, and employee appellants shall be excused from duty without charge to annual leave or loss of pay, while participating in the arbitration proceedings.

Section 4. The hearing will be held at a location selected by the Employer. The arbitrator will determine whether the transcript of the hearing will be summarized or verbatim. The cost of preparing the transcript and record will be shared equally by the Employer and the Union.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

Section 6. Through the various steps of the above procedure, upon request of the Union, employees with relevant testimony to be offered as witnesses will so serve without charge to annual leave or loss of pay. The Employer of his/her designated representative will, upon request of the Union, produce pertinent payroll and other records bearing on the points of issue provided the producing of such records is permissible under law, regulation, or policy.

ARTICLE 23

LENGTH OF SERVICE

Section 1. Length of AAFES service means, for most purposes, service as a regular full-time and/or regular part-time AAFES employee whenever and wherever performed. Additionally, where provided by regulation, NAFI service is also included.

Section 2. For the significance of length of AAFES service, see the particular article of the agreement or portion of the regulation concerning:

- a. Annual leave accrual rate.
- b. Retirement benefits.
- c. Promotions.
- d. Service awards.
- e. Reinstatement and rehire.
- f. Reduction in force.
- g. Break in service for military purposes.

ARTICLE 24

SAFETY AND HEALTH

Section 1. The employer shall provide and maintain safe working conditions and the Union will cooperate to that end and encourage the employees to work in a safe manner. The Employer shall do all in his/her discretion to promptly arrange hospitalization or administration of first aid for all minor or serious occupational accidents that occur.

Section 2. No employee shall be required to work in areas where conditions exist that are hazardous or detrimental to health without proper personal protective equipment and/or safety devices, as provided by AAFES regulations. Personal protective apparel or equipment, readily available for use, will be provided as required by and determined by the Employer at no cost to the employees of the unit. The Employer agrees that the Union may discuss with line supervision and submit joint or separate recommendations concerning activity-furnished apparel and equipment of this nature. Such recommendations will be reviewed by the Safety and Security Manager who will make further recommendations to the General Manager for his/her decision.

Section 3. The Employer agrees to recognize an employee appointed by the Union to whom the Union members will channel information on safety.

This employee, known as the Union Safety Representative, will report such matters to the Safety and Health Committee which may in turn be reported to the Safety and Security Manager.

Section 4. No employee shall be required to engage in hazardous operations, without the presence of at least one other employee. The determination as to whether operations are “hazardous” will be made by the Employer. The Safety and Security Manager will, upon request of the Safety and Health committee, review such operations and make recommendations with respect to determinations to the General Manager.

Section 5. Health standards for Food Service personnel. The branch managers and/or supervisors and employees will insure that at all time the highest health standards and personal hygiene will be maintained. All food service personnel will be given, at the Employers’ expense, an annual physical examination if required by the Employer.

a. Rubber mats will be provided in work areas where needed for prolonged standing.

b. Where there is in existence a janitorial contract, normally the work will be performed under the terms of that service contract.

c. Employer shall bear the full expense for all special clothing that employees are required to wear in connection with their assigned work. Required articles may be replaced periodically.

d. The Employer agrees to continue to make an effort to secure the construction of adequate restroom facilities.

e. The General Manager may at his discretion authorize administrative leave in accordance with Article 19 of this Agreement when there is inadequate heat in the building in the winter or air conditioning is inoperative in the summer, subject to the limitations in AAFES regulations.

f. There shall be ample help secured when heavy objects must be lifted.

ARTICLE 25

DUES WITHHOLDING

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

a. Unit. All eligible employees of the Fort Lee Exchange.

b. Dues. The regular periodic amount required to maintain a member in good standing with the exclusively recognized labor organization party to this Agreement, but shall not include such items as initiation fees, special assessments, back dues, fines and similar items.

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

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

b. Distributing copies of SF 1187s to its members.

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

d. Educating eligible employees as to the procedure in revoking allotments emphasizing that the effective date is the first pay period following the employee's anniversary date of dues deductions, provided that such employee must have his revocation request in the exchange personnel office before his anniversary date. It is the employee's responsibility to assure that a written revocation is received in the personnel office on a timely basis.

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

f. Refunding any unauthorized deduction or excess payment either to the employee or employer as required.

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

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

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

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

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

e. That an employee may revoke his allotment at anytime, but such revocation will be effected only in the first pay period following his anniversary date of dues deductions provided his revocation request is received in the exchange personnel office before his/her anniversary date. It is the employee's responsibility to see that his/her written revocation is received in the personnel office on a timely basis.

f. That SF 1188 and information concerning revoking allotment can be obtained from the exchange personnel office. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the form.

Section 4.

a. The union will distribute SF 1187, educate its members during off-duty hours in the use of the form, insure that the member's payroll

ARTICLE 25 (continued)

number is entered on the form, and process completed voluntary requests from its members.

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

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

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

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

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

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

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

- (1) Transfer or are separated from the employer.
- (2) Transfer to a position outside the unit (except temporary promotion or detail).

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

j. The Employer will make the remittance for dues withheld biweekly. This remittance will be processed in accordance with the Debt Collection Improvement Act of 1996, that requires all federal payments be made by electronic funds transfer (EFT). The Union will be provided a Union Dues Deduction Report containing the following:

- (1) Identification of the employee organization.
- (2) Payroll period.
- (3) Exchange name or number.
- (4) Names of the employees and amounts deducted.

(5) Names of employees from whom deductions have no longer been made and the reason therefore (i.e., LWOP, revocation of allotment, separation, transfer, etc.).

Section 5. The Union will indemnify, save harmless or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

ARTICLE 26

PUBLICIZING THE AGREEMENT

Within 90 calendar days following the effective date, the Employer will make this Agreement available to active employees assigned to the Unit. Any subsequent cost of reproduction of the Agreement will be borne by the Union. The Employer may publicize the Agreement through appropriate information technology authorized by AAFES to satisfy this publication requirement.

ARTICLE 27

TERMS OF AGREEMENT AND METHOD OF AMENDMENT

Section 1. This Agreement shall remain in full force and effect for five years from the date approved by the Commander, AAFES, except that upon the mutual consent of the parties concerned it may be terminated at anytime following the first anniversary of its effective date. Further, this Agreement shall terminate at anytime it is determined the Union loses entitlement to exclusive recognition under the Civil Service Reform Act.

Section 2. By mutual consent of the parties, this agreement may be opened after 18 months for amendment. Modification or amendment of this Agreement may occur at anytime because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the date of this Agreement. Should such modification or amendment become necessary, the Employer agrees to notify the Union promptly before proceeding to implement the change. No changes to this Agreement will be made without the approval of the Commander, AAFES.

Section 3. The majority status of the Union is neither subject to renewal nor challenge by another employee organization except between the 105th and 60th day (the challenge period) prior to any termination of the Agreement under the provisions of Section 1 above or the terminal date of the Agreement, whichever is earlier.

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 Labor organization concerned shall be continued until resolution of the dispute or issue, whether or not

the parties agree on the extension of the existing Agreement during this period.

Approved by the United States Department of Defense on: