

COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN THE

DEFENSE COMMISSARY AGENCY,  
FORT LEE, VIRGINIA



AND THE

NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES

FEBRUARY 28, 2005

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**PREAMBLE**

In accordance with Title VII of Public Law 95-454, (the Civil Service Reform Act of 1978), and subject to all applicable Statutes, Executive Orders and regulations, this Collective Bargaining Agreement is entered into between the **DEFENSE COMMISSARY AGENCY**, hereinafter referred to as the **EMPLOYER** or as the **AGENCY**, and the **NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**, hereinafter referred to as the **UNION**, and hereinafter collectively referred to as the **PARTIES**.

**PARTIES** hereby agree as follows:

The

**ARTICLE 1**

**RECOGNITION AND UNIT DEFINITION**

**UNION** is the exclusive representative of all employees of the **EMPLOYER**, as specified in Appendix A, excluding all management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6) and (7).

**ARTICLE 2**

**PROVISIONS OF LAW AND REGULATIONS**

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws, Executive Orders and regulations of appropriate authorities; published Agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published Agency policies and regulations required by law, Executive Order or by regulations of appropriate authorities.

## ARTICLE 3

### GENERAL PROVISIONS

**Section 1.** Employees may review or receive a copy of their Official Personnel File upon proper written request.

**Section 2.** Employees will be given an opportunity to initial each entry made on any employee record maintained by the supervisor or other management officials at the store level. Should an employee decline to initial an entry, a **UNION** representative will initial the entry to indicate that the employee was made aware of the entry.

**Section 3.** Locker space will be furnished for all employees by the **EMPLOYER** at or reasonably near the work site. Employee lockers and desks that are locked will not be opened by anyone except in the presence of or with the written consent of the employee. If the employee refuses to open it or when the employee is absent, the item may be opened in the presence of a **UNION** representative.

**Section 4.** For the administration of this Agreement, the following terms have the meanings as defined by the **PARTIES**:

- a. Days – Calendar days, unless specifically stated otherwise.
- b. Pronouns – The use of pronouns throughout this Agreement is meant to be gender neutral.
- c. Seniority – Length of government service as shown on an employee's SF-50.

## ARTICLE 4

### EMPLOYER RIGHTS

**Section 1.** Subject to Section 2 of this Article, nothing in this Article 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, layoff 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 promotions; or

(b) Any other appropriate source; and

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

**Section 2.** Nothing in this Article shall preclude the **EMPLOYER** and the **UNION** from negotiating:

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

b. Procedures which management officials of the Agency will observe in exercising any authority under this Article; or

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

## ARTICLE 5

### EMPLOYEE RIGHTS

**Section 1.** Employees have the right, freely and without fear of penalty or reprisal to form, join, and assist the **UNION** or to refrain from such activity. The freedom of employees to assist the **UNION** shall extend to participation in the management of the **UNION** and acting for the **UNION** in the capacity of a **UNION** officer or steward.

**Section 2.** In the exercise of these rights, employees are protected from interference, restraint, coercion, or discrimination by the **PARTIES**.

**Section 3.** No employee is required to become or to remain a member of the **UNION** or to pay money to the **UNION** except pursuant to a voluntary written authorization for the payment of dues through payroll deductions.

**Section 4.** Employees may bring matters of personal concern to the attention of the **EMPLOYER** or other appropriate officials under applicable law, rule, regulation or established Agency policy and may choose their own representative in a grievance or appellate action, except when the grievance is covered under the negotiated procedures in this Agreement.

**Section 5.** The **UNION** shall be given the opportunity to be represented at any examination of an employee by a representative of the **EMPLOYER** in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against that employee; and
- b. The employee requests representation.

**Section 6.** Prior to the commencement of an investigator's examination, the employee will be informed of the purpose of the examination.

**Section 7.** Employees may confer with the **UNION** during duty hours concerning grievances, complaints, appeals or other appropriate matters. Procedures on the use of official time are provided in Article 10, Section 6.

**Section 8.** In the administration of this Agreement, employees will be treated fairly and in a manner free from bias and favoritism.

## ARTICLE 6

### UNION RIGHTS AND OBLIGATIONS

**Section 1.** The **UNION** shall accept employees as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status or physical and mental handicap.

**Section 2.** The **UNION** shall represent all employees without discrimination and without regard to **UNION** membership in all matters covered by this Agreement and the negotiated grievance procedure.

**Section 3.** The **UNION** shall be given the opportunity to be represented at any formal discussion between one or more representatives of the **EMPLOYER** and one or more employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

**Section 4.** A **UNION** representative may be present during orientations. The **EMPLOYER** will inform the **UNION** of orientation sessions.

**Section 5.** Right to information.

a. The **EMPLOYER** shall provide to the **UNION**, upon the **UNION'S** request, data:

(1) Which is normally maintained by the **EMPLOYER** in the regular course of business;

(2) Which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and

(3) Which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.

b. **UNION** request(s) for data must provide information as to what is being requested and an explanation on how the data is necessary and relevant.

c. The **EMPLOYER** may deny **UNION** request(s) for data when:

(1) The data is not available to or in the possession of the **EMPLOYER**; or

(2) The release of the data is otherwise prohibited by law.

d. If the **EMPLOYER** denies a **UNION** request for data, the **EMPLOYER** shall give the **UNION** the specific reasons for the denial. If the **UNION** feels the **EMPLOYER'S** denial is in violation of this Agreement, the **UNION** may file a grievance beginning at the final step of this Agreement's grievance procedure, or initiate an Unfair Labor Practice complaint under 5 U.S.C. 7116.

## **ARTICLE 7**

### **FACILITIES**

**Section 1.** Access to Regulations. **UNION** officers and stewards will have access to the **EMPLOYER'S** regulations when necessary in carrying out their representational duties.

**Section 2.** Use of Internal Mail. **UNION** officers and stewards will have access to internal mail distribution systems.

**Section 3.** Use of Equipment. **UNION** officers and stewards may use the **EMPLOYER'S** telephone, typewriters, fax machines and copy machines when available for carrying out official representational duties. Long distance telephone calls and facsimile transmissions must be documented in a log to be provided by the **EMPLOYER**.

**Section 4.** The **EMPLOYER** will provide a private place for the **UNION** officers and stewards to meet with employees on representational matters. The use of such facilities will be coordinated with the **EMPLOYER**.

**Section 5.** The **EMPLOYER** may authorize the **UNION** the use of its facilities for unofficial business.

**Section 6.** The availability of office space for the sole use of Locals is a matter for supplemental bargaining.

**Section 7.** A notice will be posted in stores where overt surveillance is in use. Where overt closed circuit television (CCTV) is not in use, the **UNION** will be notified prior to installation and will be provided the opportunity to bargain consistent with law. Upon request, the union will be provided relevant parts of the CCTV tape relied upon to support the proposed disciplinary/adverse action.

**Section 8.** Clean and adequate break areas will be furnished by the **EMPLOYER** as close to the work site as possible and reasonable, for the utilization of the employee during the lunch period or break periods. Where practicable, the **EMPLOYER** will provide a refrigerator and microwave oven in break areas.

## ARTICLE 8

### UNION TRAINING

**Section 1.** Recognized officers and stewards of the **UNION** will be excused without charge to leave to attend training or briefings within the scope of the labor relations statute.

**Section 2.** Each Local President will be authorized forty (40) hours per calendar year. Each **UNION** officer and Chief Steward will be authorized twenty-four (24) hours per calendar year. Each steward will be authorized sixteen (16) hours per calendar year.

**Section 3.** Requests for excused absences under this Article must be submitted to the Commissary Officer at least fifteen (15) days in advance of the scheduled training or briefing. Requests must state the name of the officer(s) or steward(s), the date, time and location of the training or briefing, and agenda. The **EMPLOYER** will respond promptly to the request. If the request is denied, the **EMPLOYER** will explain the reasons. Requests shall not be unreasonably denied.

**Section 4.** The **UNION** may use a training room and audio/visual equipment belonging to the **EMPLOYER** if such room and equipment are available and if the training or briefing is to be held in the store.

**Section 5.** Representative(s) work schedule will be adjusted to coincide with that of the training. However, under no circumstances, will the number of hours approved for a single instance of training exceed the total of the hours in the tour of duty for the representative's regularly scheduled administrative work week, nor will a representative's hours be reduced based on the approval to attend **UNION** training.

## ARTICLE 9

### PUBLICITY

**Section 1.** The **UNION** will have access to an area of 18" by 22" of an existing bulletin board located in each break room. These areas will be used for the posting of notices and informational bulletins and letters.

**Section 2.** Literature posted must not violate law or regulation or the internal security of the **EMPLOYER**. The literature must not contain vulgar, obscene or libelous material. The **UNION** area will be maintained in an orderly manner, and outdated material must be removed when no longer appropriate.

## ARTICLE 10

### UNION REPRESENTATION

**Section 1.** The **EMPLOYER** shall recognize the officers and stewards of the **UNION**. No later than January 15<sup>th</sup> of each year, the **UNION** will provide the DeCA HQ/HR Labor Relations Officer and each servicing DeCA Regional Personnel Office (including satellite locations) with a list of the current **UNION** officials that includes their work location, contact information, and designated area(s) of representational responsibility. Management officials of the **EMPLOYER** will officially recognize only those **UNION** representatives who have been appointed and reported in keeping with this Article.

**Section 2.** Official time is defined as time used by a bargaining unit employee to perform representational functions within the scope of 5 USC 7131 relating to a DeCA bargaining unit, on behalf of a bargaining unit employee or the **UNION**, if otherwise in a duty status. **UNION** representatives shall be permitted a reasonable amount of official time to perform representational functions and contract administration as authorized by this agreement. This language is not intended to limit usage of official time from previous arrangements that may have allowed a block of time to be used.

**Section 3.** In the interest of efficient conduct of Government business, and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with organizing efforts and the internal management of the **UNION**, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petition, solicitation of signatures on dues withholding authorizations, campaigning for **UNION** office, and distribution of literature, may be conducted only during the nonwork time of the employees involved. Similarly, when the **UNION** schedules membership meetings, internal elections or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so in an annual leave or leave without pay status. Official time cannot be used for any activity relating to the internal business of the **UNION**.

**Section 4.** Representatives of the national office for NAGE will be allowed to visit the commissaries on appropriate **UNION** business.

**Section 5.** It is recognized that special shift assignments for certain local **UNION** representatives might facilitate beneficial communications between

managers and **UNION** representatives at times. The specific arrangements and procedures are an appropriate subject for local supplemental negotiations.

**Section 6.** The following procedures shall apply to **UNION** representatives to perform representational duties during duty hours that are authorized under the terms and conditions of this Agreement:

a. Prior to release, the **UNION** representative must request and obtain permission from their immediate supervisor to perform representational functions. The request will be made as much in advance as practicable and extended absences should be requested when the reason for them becomes known. The **UNION** representative will request official time in writing on Part 1 of the **UNION** representation time sheet (Appendix B of this Agreement). The request must include the type of representational activity to be conducted and the estimated duration of the absence, and any known time limits. The supervisor will complete Part 2, indicating approval or disapproval. If the request is disapproved, the reason for disapproval will be recorded on the form. Such permission will not be arbitrarily withheld. A copy of the completed form will be returned to the representative. The **UNION** representative will be released as requested, unless release is not possible at the time requested, due to workload requirements. If release cannot be granted as requested, the supervisor will advise the **UNION** representative as soon as possible when release would be appropriate, normally not later than the next working day. All grievance timeframes/meetings with employees shall be delayed if delay in granting the requested permission to leave caused either to be missed.

b. If an employee needs to meet with a **UNION** representative, that would constitute an interruption of work, advance approval of the employee's supervisor will be obtained. The employee's supervisor will be informed of the need to speak to the representative and the estimated length of time required. The employee will be released as requested unless release is not possible due to workload requirements. If release of the employee cannot be granted as requested, the supervisor will advise the **UNION** representative and the employee as soon as possible when release would be appropriate, normally not later than the next working day.

c. If the **UNION** representative and/or the employee will be delayed beyond the estimated time, he/she will contact their respective supervisors to request additional time. The **UNION** representative and the employee will inform their respective supervisors when they return to work. Upon return to the worksite, the **UNION** representative will complete Part 3 on the supervisor's copy of the union representation time sheet.



## ARTICLE 11

### MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

**Section 1.** The **PARTIES** will cooperate in implementing and administering the Agreement to include making those changes required by the Agreement.

**Section 2.** This Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either **PARTY** to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

**Section 3.** Negotiation is defined as collective bargaining between the **EMPLOYER** and the **UNION** with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

**Section 4.** Procedures for Bargaining:

a. The **EMPLOYER** will notify the **UNION** in writing prior to the planned implementation of a proposed change in conditions of employment that are not covered by this Collective Bargaining Agreement. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The **UNION** shall have fifteen (15) days from the date of notification to request bargaining and to forward written proposals to the **EMPLOYER**.

c. If the **UNION** does not request bargaining within the time limit, the **EMPLOYER** may implement the proposed change(s) after the 15<sup>th</sup> day.

d. Upon timely request by the **UNION**, bargaining will commence within fifteen (15) days of receipt of the **UNION'S** request to bargain and proposals, unless it is mutually agreed upon by the **PARTIES** to extend this timeframe.

e. The **EMPLOYER** shall have fifteen (15) days from the date of receipt of **UNION** initiated proposed change to conditions of employment to

request bargaining and to forward written proposals to the **UNION**. Bargaining will commence within fifteen (15) days, unless it is mutually agreed upon by the **PARTIES** to extend this timeframe.

**Section 5.** Points of Contact:

a. Employer-Initiated Changes:

(1) When the **EMPLOYER** proposes a change affecting conditions of employment that originates at the DeCA HQ level, DeCA HQ will notify the NAGE National President (or designee) and bargaining thereon will be conducted at the DeCA HQ and NAGE National level or by such delegates as the **PARTIES** may designate.

(2) When the **EMPLOYER** proposes a change affecting conditions of employment that originates at the Region or local level, the Region proposing the change will notify the NAGE National President (or designee) and bargaining will be conducted at the Region level or by such delegates as the **PARTIES** may designate.

b. Union-Initiated Changes:

(1) Notification will be at the Headquarters level (DeCA HQ/HR Labor Relations Officer) for DeCA-wide changes, and at the Region level (Region HR) for all other changes.

(2) Bargaining will be conducted at the same level at which notification was made or by such delegates as the **PARTIES** may designate.

## ARTICLE 12

### SUPPLEMENTAL AGREEMENTS

**Section 1.** For each “included entry” on the Certificate of Consolidation of Units (Case No. WA-RP-00090 and WA-RP-02-0024) the **PARTIES** may negotiate a single supplemental agreement which will have the same expiration date as the CBA, provided either party requests to bargain and provides written proposals within 45 days from the date the CBA is approved by Department of Defense (DoD); or if no action by DoD, 30 days from the date of execution. If “included” locations are added to the consolidated unit after the effective date of this CBA, the 45 days to request to bargain a local supplement will begin on the date of receipt of the addition.

**Section 2.** Supplemental agreements shall not delete or conflict with any provision, policy, or procedure in the CBA. A Supplemental Agreement is limited to matters identified for supplementation in the CBA (as listed below) and policies, practices, procedures and conditions of employment not covered by this agreement. The time limits of Section 1 apply to all matters appropriate for supplementation. Supplementation is appropriate for:

Article 7, Section 6  
Article 10, Section 5  
Article 40, Section 4

**Section 3.** Negotiations of supplemental agreements will be conducted between local **UNION** representatives (or designee) and the **EMPLOYER**. Supplemental agreements shall be applicable only to the “included entry” for which the supplemental agreement is negotiated.

**Section 4.** Supplemental agreements to this CBA may be negotiated only once during the term of this CBA. Ground rules for local negotiations will be developed by the **PARTIES** during the negotiations.

**Section 5.** Supplemental Agreements must be approved pursuant to statute and will be subject to the provisions of the Master Agreement.

## ARTICLE 13

### COMMUNICATION BETWEEN THE PARTIES

**PARTIES** are encouraged to meet on a continuing basis in order to resolve appropriate matters of general interest to the **PARTIES** at the lowest possible level.

The

## ARTICLE 14

### EMPLOYEE LISTS

**Section 1.** Within 15 days of the **UNION'S** request, the **EMPLOYER** will provide to the **UNION**, but not more than twice a year, a list of all employees. The list will be provided by each store to each Local, and will contain the name, position title and grade, and organization of each employee in that store. Upon execution of this Agreement, the **UNION'S** National Office will be provided an employee list as described.

**Section 2.** The **EMPLOYER** will provide to the **UNION** a current organization chart, and any changes thereto.

## ARTICLE 15

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** There shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, or non-disqualifying handicapping conditions.

**Section 2.** Any employee alleging discrimination because of any basis stated in Section 1 may process the matter under the **EMPLOYER'S** EEO Complaint Procedure. In doing so, the employee may be represented by an individual of his choice. An aggrieved employee must initiate contact with a counselor within 45 days of the matter alleged to be discriminatory, or, in the case of a personnel action, within 45 days of the effective date of the action.

**Section 3.** The **EMPLOYER** will post, in a conspicuous location in the stores, a current list of EEO counselors. These lists will provide the name, location and telephone number of the counselors.

## ARTICLE 16

### ANNUAL LEAVE

**Section 1.** Employees accrue and have a right to use accrued annual leave in accordance with applicable laws, regulations and this agreement. The determination as to the time and amount of leave granted at any specific time is made by the supervisor, considering such factors as workload, staffing and training requirements, and employee's desires. The minimum charge for annual leave is 15 minutes with additional charges in multiples thereof.

It is the employee's responsibility to request annual leave in advance from the supervisor, by submitting a DeCA Form 50-63 (formerly SF 71), Request for Leave or Approved Absence. Supervisors will inform employees of their approval/disapproval of advance requests for annual leave. Employees may request annual leave for any duration, for any time and in any pattern they desire. No arbitrary or capricious restraints will be established to restrict when leave may be requested. Supervisors will make reasonable efforts to accommodate employees' leave requests consistent with workload and staffing needs, but can cancel or modify previously approved leave due to unforeseen circumstances. Prior to October each year, all lose or use leave will be scheduled for use by end of the leave year. The **EMPLOYER** will provide each employee the opportunity to use all accrued annual leave in order to avoid forfeiture.

**Section 2.** Annual Leave Plan.

Employees will submit their annual leave plan on DeCA Form 30-14 by January 15th of each year to identify employees' annual leave desires and to resolve conflicts among employees' annual leave. The plan will be reviewed and a decision regarding the planner will be returned to the employee by February 15th. It is understood that the annual leave plan does not constitute final approval of annual leave, but supervisors will make reasonable efforts to accommodate employees' vacation decisions consistent with workload and staffing needs. Seniority based on SCD-Leave will be used when a conflict occurs. Once an employee has made the selection, he/she shall not be permitted to change the selection if such action infringes upon the choice of another employee. Supervisors will respond with a decision within two weeks of submission of DeCA Form 50-63 for leave requests submitted under this section. Any leave not submitted on the annual leave planner by January 15<sup>th</sup> will be considered under the provisions of Section 3.

**Section 3.** Unplanned Leave.

Unplanned leave requests will be submitted as soon as the need/desire for leave is known. The supervisor will respond with a decision within at least three (3) days prior to the date of the requested leave, when the supervisor is given comparable notice. Unplanned leave will be on a first come, first served basis.

**Section 4.** Emergency Annual Leave.

a. When emergencies or unforeseen circumstances arise requiring the use of annual leave that has not been approved in advance, the approval of annual leave cannot be presumed by the employee. If an employee is unable to report for duty due to an emergency, they must notify their supervisor prior to the beginning of the shift unless compelling circumstances prevent this. If additional information is required, the supervisor may withhold the decision on approval or disapproval of annual leave for emergency reasons until the return of the employee to duty.

b. The **EMPLOYER** will provide the following method to receive notification for an unscheduled absence:

(1) The Employee will contact their immediate supervisor.

(2) If the immediate supervisor is not available, the employee will contact the on-duty supervisor.

(3) If no supervisor is available, the employee will leave a message on the designated answering machine.

(4) The **EMPLOYER** will provide the name and telephone number of the appropriate management official to whom to report and the telephone number of the designated answering machine.

**Section 5.** Forfeited Leave.

Forfeited leave, due to no fault of the employee, will be restored in accordance with appropriate regulations.

**Section 6.** Leave Transfer Program.

Annual leave may be donated to specified employees in accordance with the Agency annual leave transfer program.

## ARTICLE 17

### SICK LEAVE

#### Section 7. Advanced Annual Leave.

Requests for advanced annual leave will be submitted in writing to the supervisor. Final approval authority will be made at the appropriate level. When the decision is made, the supervisor will notify the employee within two (2) workdays. Advance leave may be granted up to the number of hours the employee will accrue within the remaining leave year. **EMPLOYER** will consider requests for advanced annual leave fairly and objectively on a case-by-case basis.

#### Section 8. Annual Leave for Internal Union Functions.

Management will approve annual leave, if at all possible without further expenditures of resources, when **UNION** officials need leave for internal **UNION** functions.

Section 1. Employees will earn sick leave in accordance with applicable statutes and regulations. Sick leave will be charged in one-quarter (1/4) hour increments. Sick leave will be administered in accordance with 5 CFR 630.401 and this agreement.

a. The **EMPLOYER** may grant sick leave to an employee when the employee: (1) receives medical, dental, or optical examination or treatment; (2) is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth; (3) provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, childbirth, or who receives medical, dental, or optical examination or treatment; (4) makes funeral arrangements necessitated by the death of a family member or attends the funeral of a family member; (5) would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; (6) must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed; or (7) provides care for a family member with a serious health condition.

b. When sick leave is requested for medical, dental or optical examination or treatment it will normally be granted. The employee will request the sick leave, in writing, (DeCAF 50-63 [formerly SF 71]) at least one week in advance if the employee has that much notice of the examination or treatment. The **EMPLOYER** will provide a prompt written response on the same form.

#### Section 2. Sick Leave Notification

a. Employees have the responsibility to assure that the supervisor is notified of their need for unplanned sick leave. The employee will make the notification personally, unless the degree of injury or illness prevents it.

b. Notification will be provided prior to the start of the tour of duty, unless the degree of injury or illness prevents it. In this case, the employee will assure the absence is reported as soon as possible. Such employee's notification does not in itself constitute approval of sick leave.

c. The **EMPLOYER** will provide the following method to receive notification for an unscheduled absence:

(1) The employee will contact their immediate supervisor.

(3) If immediate supervisor is not available, the employee will contact the on-duty supervisor.

(4) If no supervisor is available, the employee will leave a message on the designated answering machine.

(5) The **EMPLOYER** will provide the name and telephone number of the appropriate management official to whom to report and the telephone number of the designated answering machine.

**Section 3.** Sick leave will be documented on DeCA Form 50-63. Employees will not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three (3) consecutive work days or less. However, employees may be required to provide a medical certificate for less than three (3) consecutive workdays if they are under sick leave abuse requirements. If the employee did not consult a medical practitioner, he may provide a signed self-certification statement, except for an employee under the sick leave abuse requirement. The **EMPLOYER** reserves the right to accept or reject the employee's statement of self-certification for reasonable cause. Low sick leave balance in and of itself is not reasonable cause.

**Section 4.** Sick Leave Abuse

a. Where the **EMPLOYER** has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual patterns or circumstances), the **EMPLOYER** will inquire further into the matter and ask the employee to explain.

b. Failure to provide an acceptable explanation may result in the employee receiving verbal or written notice requiring them to furnish acceptable medical documentation for the initial and each subsequent absence, due to illness or incapacitation for duty, regardless of duration. Verbal notification will be confirmed in writing and provided to the employee. Any such notice will describe the patterns or circumstances that led to its issuance. The notice will state that, for a period not to exceed six (6) months, no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by a medical certificate. If no further abuse is indicated, the restriction will be removed and the employee will be notified in writing. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.

**Section 5.** An employee may request up to 240 hours advanced sick leave. Advanced sick leave approval will be at the appropriate level. An employee who is under a sick leave abuse requirement, may or may not be granted advanced sick leave. For other employees, advanced sick leave will be given when all of the following conditions are met:

a. The employee is eligible to earn sick leave;

b. There is no reason to believe the employee will not return to work after having used the leave;

c. The employee has provided acceptable medical documentation of the need for advanced sick leave; and

d. There is reason to believe that the employee will accrue enough sick leave to pay the advance back.

**Section 6.** The **EMPLOYER** will treat, as confidential, any medical information given by an employee in support of a request for sick leave. The **EMPLOYER** may disclose such information subject to its Privacy Act obligations for work related reasons on a need-to-know basis only.

**ARTICLE 18**  
**FAMILY LEAVE**

**Section 1.** In accordance with the Family and Medical Leave Act (FMLA) of 1993 and amendments, an employee (who has been employed for at least twelve (12) months) will be entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- a. For the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;
- b. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; and
- c. For a "serious health condition" that makes the employee unable to perform his or her job.

**Section 2.** An employee may elect to substitute paid leave for leave without pay.

**Section 3.** Employees must ask for leave as soon as possible when any of the above situations occur. Employees must invoke their entitlement to FMLA in writing, preferably using a DeCAF 50-63 (Application for Leave). FMLA cannot be retroactively invoked to cover past absences.

**Section 4.** The **EMPLOYER** may require medical certification to support a request for leave because of a "serious health condition." Such medical certificate must be provided not later than 30 days after requesting the use of FMLA. The **EMPLOYER** may also request a fitness for duty report to return to work following an extended absence for serious health condition.

**Section 5.** Job benefits and protection include the following:

- a. For the duration of FMLA leave, the **EMPLOYER** will continue paying the **EMPLOYER'S** share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his or her share upon return to pay and duty status;
- b. Upon return from FMLA leave, employee(s) will be restored to their original positions, or equivalent positions with the same pay, benefits and other employment terms; and

c. The use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

**Section 6.** The Federal Employees Family Friendly Leave Act (FEFFLA) of 1994 as codified in 5 CFR 630.401 authorizes the use by all covered full-time employees of a total of forty (40) hours of sick leave per leave year to eligible employees to:

- a. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or
- b. Make arrangements or attend the funeral of a family member.

In addition to the forty (40) hours available to all employees, an additional sixty-four (64) hours during the leave year may be granted to employees for the above if a balance of eighty (80) hours of sick leave is maintained at all times. Lastly, employees who maintain an eighty (80) hour balance of sick leave may use up to four hundred eighty (480) hours of sick leave during the leave year to care for a family member with a "serious health condition" as defined in §630.1202 (CFR).

**Section 7.** For the purpose of definition, the term "family member" as referred to by the FEFFLA will mean:

- a. Spouse and parents thereof,
- b. Children, including adopted children, and spouses thereof. The term "children," including adopted children and spouses thereof, is further defined as adult sons and daughters, whether disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over 18 years old and not disabled;
- c. Parents, brothers and sisters, and spouses thereof; and
- d. Any individual, whether related by blood or affinity, whose close association with the employee is the equivalent of a family relationship.

**Section 8.** A part-time employee or an employee with an uncommon tour of duty will be authorized to use sick leave equal to the average number of hours of work in the employee's scheduled tour of duty each week. In addition, if the

employee maintains a sick leave balance equal to at least twice the average number of hours of work in the employee's scheduled tour of duty each week, he may use an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year for the purposes described in the FEFFLA.

**Section 9.** The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the employee provides a copy of the determination to the **EMPLOYER**, that an employee's exposure to a communicable disease would jeopardize the health of other employees, the **EMPLOYER** will authorize the use of available sick leave to the employee for the entire period of time during which the danger to the health of other employees exists. If an employee's sick leave balance is not sufficient, the employee may request annual leave, leave without pay or, if eligible, request participation in the Leave Transfer Program.

**Section 10.** Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following applies: An employee will be entitled to the use of seven (7) days paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow donor and up to thirty (30) days to serve as an organ donor. The employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstance of each case.

**Section 11.** In order for an employee to participate in the Leave Transfer Program to care for a family member, the employee must use all available accrued leave before applying to participate in such programs, except as set forth in this article.

## ARTICLE 19 COURT LEAVE

**Section 1.** Court leave will be granted, pursuant to applicable law and regulations, to an employee who is summoned to perform jury duty or to act as a witness before a court when a local, state, or federal government is a party to the case or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he/she will immediately notify his/her supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he/she served as such a witness or juror.

**Section 2.** If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least one (1) hour of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the **EMPLOYER**. It is an employee's responsibility to request and receive approval prior to going on leave.

**Section 3.** If an employee receives regular pay from the government for a period on court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).



## ARTICLE 20

### EXCUSED ABSENCES

**Section 1.** Blood Donations. Employees are encouraged to serve as blood donors. If requested, employees will be granted four (4) hours of excused absence, subject to operational requirements, for blood donations conducted on the host installation, or, in emergency situations, off of the host installation. This time includes time necessary for blood donation, recuperation and necessary travel. Normally, requests for absence to donate blood will be made as far in advance as possible.

**Section 2.** Employees will be excused to participate in interviews and written examinations conducted under the **EMPLOYER'S** Merit Promotion Program.

**Section 3.** Employees may be granted excused absences for other purposes in accordance with regulations.

**Section 4.** Employees normally scheduled to work on an election day in a local, state or national election, and who desire to vote in such election, should be granted excused absence to vote provided the following conditions are met:

- a. The employee requests the excused absence in advance of the election day.
- b. The polls are not open at least three (3) hours before or after the employee's regular hours of work.
- c. The excused time requested represents the minimum time off the job necessary to permit the employee to vote.

## ARTICLE 21

### HOLIDAYS

**Section 1.** In accordance with 5 U.S.C. 6103(a), the following are legal public holidays:

New Year's Day, January 1  
Birthday of Martin Luther King, Jr., the third Monday in January  
Washington's Birthday, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veterans Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, December 25

**Section 2.** In accordance with 5 U.S.C. 6103(b), the following rules apply:

- a. If a holiday occurs on a Saturday, the Friday immediately before is a legal holiday for employees whose basic workweek is Monday through Friday.
- b. If a holiday occurs on a regular weekly non-workday of an employee whose basic workweek is other than Monday through Friday, except the regular weekly non-workday administratively scheduled for the employee instead of Sunday, the workday immediately before that regular weekly non-workday is a legal public holiday for the employee.

**Section 3.** Part-time employees who are on a regular or a regular rotating schedule will be paid for a holiday if the holiday falls on a day they are normally scheduled to work.

**Section 4.** Part-time employees who are on an irregular schedule, and who are not scheduled to work on a holiday, will not be entitled to holiday pay.

**Section 5.** Employees will be notified, in advance, when a store is scheduled to be open on a federal holiday. When all employees normally scheduled to work are not needed, full-time employees will be considered first for release from the requirement to work on the holiday. Employees not required to work will be notified prior to the holiday.

## ARTICLE 22

### ADVERSE CONDITIONS

**Section 1.** When the **EMPLOYER** decides during duty hours to release employees on administrative leave, employees will be notified as promptly as possible through their respective supervisors.

**Section 2.** When the **EMPLOYER** decides during working hours that activities must be curtailed due to inclement weather, acts of God, military necessity, or other events beyond the **EMPLOYER'S** control, employees considered essential will be required to remain on duty. All other employees on duty will be administratively excused without charge to leave or loss of pay for the balance of that workday. When administrative excusal is authorized at the beginning of the shift, all nonessential employees will be excused without charge to leave for that portion of the shift or for the scheduled work hours during the 24-hour notice period. An employee already on approved annual or sick leave at the time the activity is closed will not be placed on administrative leave for any period covered by the previously approved annual or sick leave.

**Section 3.** The **EMPLOYER** will consult with the Host Installation on the severity of conditions and the requirement to maintain certain services within its mission. When the Host Installation releases its personnel due to adverse weather conditions, the **EMPLOYER** will take reasonable steps to insure the safety and well being of its employees. The Union President will be kept informed by the **EMPLOYER** of curtailment of the operation when the Host Installation releases personnel.

**Section 4.** All employees are required to report for duty unless they are notified of the curtailment. The **EMPLOYER** will provide a method to notify employees of the opening/closing policy for incidents of inclement weather. Such policy will be conveyed to the employees.

**Section 5.** Employees requested to report for duty shall make reasonable effort to report for duty. If they are unable to report as requested, they will be granted administrative leave depending on the circumstances of their absence.

## ARTICLE 23

### EMPLOYEE ASSISTANCE PROGRAM

**Section 1.** **EMPLOYER** will provide an Employee Assistance Program (EAP) to employees who have alcohol and/or drug problems and/or with other personal problems where available, that includes short-term counseling and/or referrals for long-term counseling or treatment. The **EMPLOYER** and the **UNION** agree to work together to promote use of the EAP when needed. An employee who is interested in this program should contact his or her supervisor or a **UNION** representative.

**Section 2.** Employee participation in the program is voluntary. This program is available to all employees and is conducted in a confidential manner consistent with applicable laws, rules, regulations and this agreement. Information about an employee participating in an EAP may not be disclosed to the **EMPLOYER** without the employee's consent; however the employee's status/attendance in such a program may be provided to the **EMPLOYER**. The employee's job security and promotional opportunities will not be jeopardized solely by participating in the Employee Assistance Program's counseling or referral services.

**Section 3.** Employees shall be allowed Administrative Leave during the assessment and referral phase of the EAP. Absences during duty hours for rehabilitation or treatment must be requested and charged to the appropriate leave category in accordance with leave regulations.

## ARTICLE 24

### TRAINING AND EMPLOYEE DEVELOPMENT

**Section 1.** The **EMPLOYER** is responsible for ensuring employees receive sufficient training for performing the duties of their job. Employees may inform their supervisors of any training needs they feel relates to their work assignments. Such information shall be taken in consideration by the **EMPLOYER** in identifying training needs. When an employee is required to obtain job related training, that training will be provided at no cost to the employee. Employees will receive fair and equitable consideration for training consistent with the operational needs of the **EMPLOYER**.

**Section 2.** Training of employees to improve their proficiency for more responsible job assignments is important to the mission of the **EMPLOYER**. Employees should discuss their training interests with their supervisors.

**Section 3.** The **EMPLOYER** will keep abreast of the changing technology of its occupations and will provide required training in these areas. The **UNION** will be notified of proposed changes to training and development policies. Employees must apply reasonable effort, time and initiative in taking advantage of the training available to them. Employees should take advantage of training and educational opportunities that will add to the skills and qualifications needed by them for advancement in their occupational fields.

## ARTICLE 25

### SAFETY AND HEALTH

**Section 1.** Prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to all employees and to the **PARTIES**.

**Section 2.** The **EMPLOYER** will provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations, directives and OSHA standards. The **UNION** will cooperate to achieve that end. Employees will work in a safe manner and use prescribed personal protective equipment.

**Section 3.** When the temperature in a particular work area or site exceeds environmental standards for the type of work being performed, the **EMPLOYER** will take precautionary measures to reduce the risk to employees exposed. Such measures may include reduction of work being performed, increased frequency or duration of rest periods, etc. This Section shall apply to both heat and cold exposure situations.

**Section 4.** The **EMPLOYER** may provide first aid training and CPR/AED training to employees.

**Section 5.** The **EMPLOYER** will inform the **UNION** representative as soon as practicable of an accident that can reasonably be expected to result in loss of time or in property damage.

**Section 6.** The **EMPLOYER** will furnish protective clothing and equipment required to safely perform required work. This includes eye protection and safety shoes or boots, as appropriate.

**Section 7.** The **EMPLOYER** will provide emergency medical support (first aid) for employees in a work status.

**Section 8.** The **EMPLOYER** will promptly investigate and initiate corrective action on all reported health or safety hazards. No employee shall work or be required to work on or around or operate equipment where it would be unsafe or detrimental to health without proper precautions, protective equipment and safety devices. When an employee, during the course of performance of official duties, believes he or she is exposed to health or safety hazards which presents an imminent danger which may cause death or serious physical harm, said employee shall cease the assigned task in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation of the

situation and, after discussion with appropriate safety personnel, make a decision as to whether work may proceed. Supervisors shall not order/require any employee to perform any act that is unsafe or unlawful.

The **PARTIES** agree to work closely on all safety matters; will be alert for unsafe practices, equipment, working conditions and environmental conditions in all work areas; and will report all observed unsafe or unhealthy conditions to the appropriate supervisor or Safety Officer. The **EMPLOYER** will investigate all safety hazard reports and if necessary, obtain guidance from a safety officer.

**Section 9.** Employees unable to perform their assigned tasks due to injury or illness on or off the job may request light duty. Employees must furnish a statement from a medical authority providing information related to their limitations and the length of time limitations are expected to last.

a. The **EMPLOYER** agrees to consider assigning the injured employee to light duty, when such need is substantiated by a doctor's certificate, and such work is available.

b. Employees working light duty may be required to work a schedule other than their normal schedule in order to perform the light duty available.

**Section 10.** The **PARTIES** agree that the **UNION** is entitled to one representative and one alternate representative on the Safety Council. **UNION** representatives will have the full rights and privileges of other members.

**Section 11.** Employees will receive training on proper lifting techniques.

## ARTICLE 26

### JOB RELATED INJURIES

**Section 1.** **EMPLOYER** responsibilities.

a. The **EMPLOYER** will maintain safe and healthy working conditions and practices.

b. In the event of an injury on the job, the **EMPLOYER** will obtain emergency medical treatment and transportation as required by circumstances.

c. The **EMPLOYER** will process and promptly forward all required documents in support of or in controversion of claimed on the job injuries.

**Section 2.** Employee responsibilities.

a. Employees will use safe work practices and proper safety equipment.

b. Employees will immediately report injuries occurring on the job.

c. If physically capable, employees will complete and submit to their supervisor, within 48 hours of an injury, a CA-1 or CA-2, as applicable.

d. Employees will complete all required forms accurately and on time, and will provide required information in support of their claim and in support of the **EMPLOYER'S** investigation into the accident.

e. Employees will cooperate in efforts to return them to light or full duty. Job duties will be consistent with medical restrictions.

**Section 3.** On the day of an on-the-job injury, time spent related to the on-the-job injury is considered duty time for pay purposes.

## ARTICLE 27

### ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY

**Section 1.** Wage grade employees are entitled to environmental differential pay in accordance with 5 CFR 532.511. General Schedule employees are entitled to hazard pay differential in accordance with 5 CFR 550, Subpart I.

**Section 2.** Grievances concerning environmental differential pay or hazard pay differential shall be filed at Step 2 of this Agreement's grievance procedure.

## ARTICLE 28

### JOB DESCRIPTIONS AND CLASSIFICATION

**Section 1.** Employees shall be furnished a copy of their job descriptions upon initial appointment and as major changes in duties and responsibilities are made. The **EMPLOYER** shall assure that all job descriptions are periodically reviewed and updated as required to reflect substantial changes in major duty assignments, or the application of new classification standards. The **EMPLOYER** shall explain to the employee all changes in the job description when there is a significant change in duties, responsibilities, or supervisory controls.

**Section 2.** Questions regarding the accuracy or coverage of job descriptions should be resolved between the employee and his supervisor. If not resolved, the employee may grieve in accordance with the negotiated grievance procedures. The employee's right to grieve the accuracy of his job description shall be accomplished without fear of penalty or reprisal.

**Section 3.** Under Agency procedures, an employee may file an oral or written classification complaint requesting a review of his position (title, pay plan, job series, grade/level). The oral classification complaint must be presented to the employee's immediate supervisor. Employees are encouraged to file an oral classification complaint prior to filing a formal, written position classification appeal.

**Section 4.** An employee may file a position classification appeal requesting a change to his official pay category, title, series, or grade/level. Such appeals should be specific enough for the **EMPLOYER** to determine the basis for the appeal and the desired action. General Schedule employees may file an Agency appeal or appeal directly to the Office of Personnel Management. Federal Wage System employees must first file a classification appeal with the Agency. If dissatisfied with the Agency decision, the employee may further appeal to the Office of Personnel Management.

**Section 5.** An employee may be represented by a person of his choice in presenting an oral classification complaint or a position classification appeal.

**Section 6.** The phrase "performs other duties as assigned," which is contained in each job description, shall ordinarily refer to duties related to the current job description or duties and tasks associated with the job occupation or job family.

## ARTICLE 29

### EMPLOYMENT CATEGORIES

**Section 1.** Full-time employment means full-time employment of forty (40) hours a week under subchapter I of chapter 61 of Title 5 U.S.C.

**Section 2.** Part-time employment means part-time employment of sixteen (16) to thirty-two (32) hours a week under a schedule consisting of an equal or varied number of hours a day.

**Section 3.** Temporary employment means temporary employment to fill a short-term position; or to meet an employment need that is scheduled to be terminated within a regulatory time frame for such reasons as abolishment, reorganization, or contracting of a function; or completion of a specific project or peak workload; or to fill positions on a temporary basis when the positions are expected to be needed for placement of permanent employees who would otherwise be displaced from other parts of the organization.

**Section 4.** Intermittent employment means employment without a regularly scheduled tour of duty. The nature of intermittent work is sporadic and unpredictable. Intermittent employment is not appropriate for a position which could be filled by a regularly scheduled (i.e., full-time or part-time) employee.

**Section 5.** The **EMPLOYER** will utilize employees only as authorized under applicable law and regulation.

## ARTICLE 30

### CASHIERS

**Section 1.** Individual cash till accountability is important to the control of funds. Cashiers will only be required to count their tills on an exception basis.

**Section 2.** Cash variances are considered excessive when a checker's till exceeds \$6.00 variance per shift, or there is a trend of constant overages or shortages. The **EMPLOYER** may require checkers with excessive cash variances to count their tills. These checkers will be required to jointly count their till upon receipt and turn in to the cash control office.

**Section 3.** The floor area at each register shall be covered with at least a one-half (1/2) inch mat.

**Section 4.** The **EMPLOYER** will make a reasonable attempt to accommodate a cashier's medically prescribed stand/sit work regimen.

**Section 5.** Cashiers will participate in safety/ergonomic training offered by the **EMPLOYER**.

## ARTICLE 31

### DETAILS AND TEMPORARY PROMOTIONS

**Section 1.** A detail is a temporary assignment of an employee to another bargaining unit position or set of duties that would normally be performed by bargaining unit employees. A detail may be at an equal, higher or lower grade level than the employee's permanent position. Upon completion of the detail, the employee returns to his/her permanent position.

**Section 2.** Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee. The duration of details will conform to the time limits established by regulations.

**Section 3.** Selections of employees for detail assignments will be made in a fair and impartial manner, based on operational needs and the availability of qualified employees. The **EMPLOYER** will inform employees of detail assignments, the reasons for the assignment, the duties to be performed, the estimated duration, and will document the assignment.

**Section 4.** Details will be recorded as follows:

- a. Details in excess of thirty (30) days will be documented on a Standard Form 52, which is to be filed in the employee's Official Personnel Folder, and will be entered in the employee's work folder maintained by the supervisor.
- b. Details of thirty (30) days or less will be entered in the employee's work folder maintained by the supervisor.
- c. Upon request, the employee will be provided a copy of the documentation.

**Section 5.** Consideration for details will first be made from qualified and available volunteers who possess the requisite skills. Selection will be made in seniority order when there are more volunteers than needed. In the absence of sufficient volunteers, selection will be made in inverse seniority of available and qualified employees who possess the requisite skills.

**Section 6.** Employees detailed to higher graded positions will be temporarily promoted (if otherwise eligible and qualified) on the 1<sup>st</sup> day of the pay period following the 30<sup>th</sup> day, if the detail exceeds 30 days, and the detail was not taken at the employees written request or assigned for training purposes. Competitive

procedures will be followed when required by law or regulation, or when the **EMPLOYER** determines such procedures are warranted.

**Section 7.** At the end of a temporary promotion, all affected employees will be returned to the position they would have been in if the temporary promotion had not occurred.

**ARTICLE 32**

**WAGE SURVEYS**

**Section 1.** Wage surveys will be conducted in accordance with applicable law and regulations.

**Section 2.** The **UNION** will be afforded the opportunity to have representatives participate in such surveys. The time spent on such matters will be official time.

**ARTICLE 33**

**CONTRACT WORK**

**Section 1.** The **UNION** will be notified of studies related to contracting out of work functions that may have an adverse impact on unit employees.

**Section 2.** The **PARTIES** shall bargain pursuant to Federal Service Labor-Management Relations Statute with regard to awarding contracts to third parties.



## ARTICLE 34

### WORKFORCE ADJUSTMENT

#### Reduction-In-Force, Transfer of Function and Reorganization

**Section 1.** Occasions may arise where adjustments of the workforce may be necessary by reduction-in-force, transfers of function, or reorganization. The following definitions apply to this Agreement:

a. Reduction-in-force (RIF) means the release of an employee from a competitive level by separation, demotion, furlough for more than thirty (30) consecutive days, or 22 workdays within one (1) year from the furlough is to be effected, or reassignment requiring displacement.

b. Transfer of function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

**Section 2.** This article constitutes bargaining of all procedures to conduct RIFs that result in separations of less than thirty employees or less than 50% of the employees in stores that have thirty employees or less. For RIFs that result in separations of thirty employees or more or 50% or more in stores that have less than thirty employees, the RIF will be subject to negotiation by the **PARTIES** pursuant to the Federal Service Labor-Management Relations Statute.

**Section 3.** The **EMPLOYER** shall notify the **UNION** when a RIF, TOF or reorganization may be necessary. The notification shall be in the form of a written notice, which shall contain the following information:

- a. The reason(s) for the RIF, TOF or reorganization;
- b. The titles of the positions being abolished and the approximate number of positions or employees, affected; and,
- c. The proposed effective date.

The **EMPLOYER** shall notify the **UNION** of the positions and employees impacted when that information is available.

**Section 4.** The following procedures and arrangements shall apply to RIFs addressed in Section 2:

a. Employees affected by RIF shall receive a written notice a minimum of sixty (60) days prior to the effective date of the RIF. The written notice shall contain all information required by applicable regulation.

b. Upon written request, the **UNION** and an affected employee shall be given a copy and the opportunity to review the retention register(s) and other documents pertaining to the RIF, and to discuss RIF procedures with an appropriate staff member of the **EMPLOYER**.

c. Employees will be given an opportunity to review their Official Personnel File (OPF) and Employee Performance File (EPF).

d. Employees will be provided a copy of their performance rating of record.

e. Affected employees shall be offered counseling services concerning retirement eligibility and benefits.

f. Affected employees will be provided information regarding the Department of Defense Priority Placement Program (PPP) and other available job placement, training and re-employment programs.

**Section 5.** Adverse actions resulting from RIF are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedures.

## ARTICLE 35

### HOURS OF WORK

**Section 1.** The administrative workweek of employees is the calendar week, 0001 hours Sunday through 2400 hours Saturday.

**Section 2.** Subject to workload considerations, the basic workweek of full-time employees shall consist of five (5) consecutive eight (8) hour workdays within the administrative workweek, with two (2) consecutive days off. The basic workweek of part-time employees consists of sixteen (16) to thirty-two (32) hours, regular or irregular schedule through the administrative workweek. While two (2) consecutive days off is not required for part-time employees, the **EMPLOYER** will attempt to schedule two (2) consecutive days off in an administrative workweek, subject to workload considerations. Employees should not be scheduled to work more than six (6) of any seven (7) consecutive days within the administrative workweek.

**Section 3.** Full-time employees shall be granted, on a non-paid basis, a meal period of at least one-half (1/2) hour each workday, or upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour. When a normal, scheduled meal period is not feasible in a shift, a twenty (20) minute working meal period shall be permitted and considered as time worked for pay purposes, as long as the employee remains at the work site. Employees who work more than six (6) hours in a workday will be granted a one-half (1/2) hour meal period.

**Section 4.** Employees working six (6) hours or less will be authorized one (1) fifteen (15) minute rest period, and those working more than six (6) hours will be authorized two (2) fifteen (15) minute rest periods. Normally, rest periods shall not be given during the first hour or last hour of the workday, nor within one (1) hour before or after a designated meal period.

**Section 5.** Employee's work schedules will be posted one (1) week in advance of the administrative workweek. Schedules are subject to change depending upon the operational needs of the **EMPLOYER**. However, the **EMPLOYER** will make every reasonable effort to avoid changes to scheduled work hours.

**Section 6.** Employees will be allowed a reasonable time at the end of the workday to secure government property and equipment in their possession, or to perform necessary personal hygiene.

## ARTICLE 36

### OVERTIME

**Section 1.** Overtime is defined as time worked by employees in excess of forty (40) hours in any one administrative workweek or more than eight (8) hours during a work-day. Employees who have worked overtime will be paid in accordance with applicable laws and regulations.

**Section 2.** Overtime shall be distributed as equally as practicable among qualified employees within the overtime work area. This section does not preclude the assignment of overtime to qualified employees from outside the overtime work area. The **EMPLOYER** will first seek volunteers qualified to perform the duties of the overtime assignment. If no volunteers come forward, the **EMPLOYER** will assign the overtime to qualified employees who have been performing the work during the shift.

**Section 3.** Upon request, an employee may be excused from an overtime assignment. The **EMPLOYER** will, upon request, relieve an employee from an overtime assignment, if another qualified employee is available and willing to work the assignment. If an employee is relieved from working an overtime assignment upon his or her request, the hours of overtime work declined will be considered as overtime worked for the purpose of determining the equity of overtime distribution.

**Section 4.** The **EMPLOYER** will make a reasonable effort to notify employees of overtime assignments when the **EMPLOYER** becomes aware of the need for overtime.

**Section 5.** The **EMPLOYER** will make overtime records of employees available to the **UNION** as required by applicable law, regulation and this Agreement.

**Section 6.** The **EMPLOYER** will allow time for a rest period during an overtime assignment when employees are required to work four (4) hours or more beyond the end of their regular workday.

## ARTICLE 37

### MERIT PROMOTION

**Section 1.** The purpose of the Merit Promotion Plan is to ensure that employees are given full and fair consideration for advancement in the bargaining unit positions, and to ensure selection from among the best qualified candidates. The **EMPLOYER** will follow the requirements of the Agency Merit Staffing Plan when using merit promotion procedure to fill bargaining unit positions.

**Section 2.** Vacancy announcements will be posted on the official bulletin board. The **EMPLOYER** will provide a copy of an announcement to an employee upon request.

**Section 3.** Vacancy announcements will be open a minimum of seven (7) days and will indicate a closing date, unless the announcement is open ended. Announcements shall state the minimum qualifications and any special skill or experience requirements.

**Section 4.** Employees are responsible for submitting required application material to the servicing Human Resources Office in accordance with instructions in the announcement. Official mail may not be used for submission of job applications.

**Section 5.** Employees are responsible for ensuring that their official personnel records are up-to-date and contain all pertinent experience and education.

**Section 6.** Selections under the Merit Promotion Program will be posted on the work site's official bulletin board where the vacancy exists.

**Section 7.** Rating criteria will be developed to conform with established standards and regulations, using only factors directly related to the job being filled. Employees will be informed in the vacancy announcements of applicable procedures to be followed in applying for bargaining unit positions.

**Section 8.** Employees who are selected for promotion will be so informed.

**Section 9.** Non-selection is not grievable under this Agreement's grievance procedure. Grievances alleging a violation of law, regulation, or the Agency Merit Staffing Plan will begin at Step 2 of the negotiated grievance procedure.

**Section 10.** When an employee fails to receive proper consideration in a promotion action and the promotion decision is allowed to stand, the employee

will be considered for the first appropriate vacancy in the activity for which qualified to make up for lost consideration. An appropriate vacancy is a position at the same grade level or promotion potential of the position for which consideration was lost. Promotions will be implemented that are directed by higher authorities to effect corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law. There is no time limit on the exercise of this consideration.

**Section 11.** Priority consideration will be given to employees eligible for grade or pay retention who were downgraded through no fault of their own. They will be referred and considered prior to other merit promotion candidates.

## ARTICLE 38

### IDEAS PROGRAM

**Section 1.** The Ideas Program is available for all employees participation. Such participation is strongly encouraged and supported by the **EMPLOYER**.

**Section 2.** Beneficial suggestions should be submitted directly either to the Region or Headquarters awards coordinator. DeCA Form 70-1 will be available in each store for use by employees.

**Section 3.** Employees who have submitted suggestions through the program will be advised in writing of the adoption or non-adoption of their suggestion. Awards for suggestions will be granted and processed in accordance with applicable regulations. Employees will be informed of the status of their suggestion, if they submit a written request for the information.

## ARTICLE 39

### DIRECT DEPOSIT AND ELECTRONIC FUNDS TRANSFER

**Section 1.** Pursuant to DoD regulations, Direct Deposit/Electronic Funds Transfer (DD/EFT) will be the standard method of payment within the Agency for pay of employees.

**Section 2.** Reimbursement of Financial Institution Charges. Charges by financial institutions resulting from erroneous information provided by the employee or the financial institution to the payroll office are not the liability of the **EMPLOYER** and will not be reimbursed. Reimbursements by the Government is authorized and limited to overdraft charges or minimum balance or average balance charges levied by the financial institution as a result of an administrative or mechanical error on the part of the Government which causes pay to be deposited late or in an incorrect manner or amount. When charges result from Government errors, servicing payroll centers will contact the financial institution to explain the error and request charges against the employee account holder be reversed. If the financial institution declines to reverse the charges, Government reimbursement of the charges will be made. Letters will be provided to dishonored check recipients explaining that the dishonored check was caused by Government error, not an error on the part of the employee. Employees should contact their supervisors whenever they experience any type of pay problem.

## ARTICLE 40

### SMOKING POLICY

**Section 1.** Smoking is normally prohibited in all facilities.

**Section 2.** Outdoor smoking areas will be designated, where possible, which are reasonably accessible to workers and provide a measure of protection from the elements. These areas will be reasonably beyond the points of ingress/egress and away from any potential fire hazards. This applies to the customer/patron entrance/exit areas of all facilities.

**Section 3.** Smoking will be permitted in authorized locations only during an employees authorized breaks and lunch, and during non-duty time.

**Section 4.** Authorized smoking locations will be determined through bargaining, at the local store level, and will be formalized in a supplement to this Agreement.

## ARTICLE 41

### PERFORMANCE EVALUATION

**Section 1.** Performance elements shall be identified and performance standards established for each individual employee's position and set of duties, and shall be used as a basis for evaluating the employee's performance. The **EMPLOYER** shall encourage employees to participate in identifying key performance elements and establishing performance standards. The **EMPLOYER** retains final decision authority in the establishment of critical elements and performance standards, which are not grievable. The application of the elements and/or standards are grievable.

**Section 2.** The **EMPLOYER** agrees that a copy of the performance standards shall be given and discussed with new employees, as soon as possible, after entering the position, but normally within thirty (30) calendar days of the beginning of the rating period.

**Section 3.** The **EMPLOYER** shall hold private discussions with employees providing feedback and advice in relation to their overall performance on an as needed basis, but as a minimum at mid-term in the appraisal cycle, and in accordance with applicable regulations. When a narrative record results from such counseling, the affected employee shall be given a copy of the record and shall have the right to make written comments concerning any disagreement with the record. These written comments shall be attached to and become part of the record.

**Section 4.** Evaluations shall be consistent with the established performance standards for the position. An employee's signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation and assigned rating.

**Section 5.** Prior to making a performance appraisal and rating part of the employee's official personnel record, a discussion of his performance with the responsible rating official shall take place.

**Section 6.** The employee has a right to grieve his performance evaluation and final rating. In the event an employee grieves his performance evaluation, the employee has a right to **UNION** representation and/or assistance. Grievances based on evaluations will be filed directly at Step 2 of the grievance procedure.

**Section 7.** Except in the case of extenuating circumstances requiring an extension of the rating period, employee ratings shall be given within forty-five (45) calendar days after the completion of the annual rating period.

**Section 8.** Performance Improvement Plan (PIP) Under Title 5, United States Code, Chapter 43 procedures

a. When the supervisor determines that the employee will fail in one or more critical elements, supervisor will develop a written comprehensive PIP and include whatever measures the supervisor determines are necessary to bring the employee's performance up to the fully successful level. Any improvement plan that is developed will provide for counseling, training, and guidance, as appropriate.

b. The employee will be given a reasonable amount of time in which to bring their performance up to an acceptable level. At the end of the PIP period, a written determination of the employee's performance on the failed element(s) will be issued. If it is determined that the employee still failed the element, the supervisor will initiate action to remove the employee from the position by reassignment, demotion, or removal.

c. If the employee successfully completes the PIP, but within a year of the onset of the PIP, the employee again becomes unacceptable on the same element(s), the supervisor will initiate removal, demotion or reassignment action, as appropriate.

d. If a PIP period would end after the normal rating cycle, the rating cycle will be extended by the amount of time needed to complete the PIP before a performance determination is rendered.

**Section 9.** Procedures for Performance-Based Demotions or Separations Under Title 5, U.S.C. Chapter 43

a. Following the completion of the PIP period in Section 8, if the decision is to propose demotion or separation using Chapter 43 procedures, the employee will be provided thirty (30) days advance written notice of the proposed action. The notice will include:

(1) The type of action proposed,

(2) The specific instances of unacceptable performance by the employee on which the proposed action is based,

(3) The critical element(s) of the employee's position involved in each instance of unacceptable performance,

(4) The employee's right to be represented by an attorney or other representative, and

(6) The employee's right to answer orally and/or in writing within 7 calendar days.

b. The 30-day advance notice period may be extended not to exceed thirty (30) additional days for the following reasons:

(1) To obtain and/or evaluate medical information when the employee has raised a medical issue in the answer to the proposed reduction-in-grade or removal;

(2) To arrange for the employee's travel to make an oral reply to a DeCA official; or the travel of a DeCA official to hear the employee's oral reply;

(3) To consider the employee's answer if an extension to the period for an answer has been granted (for example, because of the employee's illness or incapacitation);

(4) To comply with a stay ordered by an official of the Merit Systems Protection Board; or

(5) To consider reasonable accommodations of a handicapping condition;

Decisions on extension requests will be provided as soon as possible.

c. A final written decision must be issued to the employee after expiration of the advance notice period. The decision notice must be given at or before the time the action becomes effective. A decision may not be affected until the advance notice period has expired.

d. The contents of the final decision notice must:

(1) Specify the instances of unacceptable performance by the employee on which the reduction-in-grade or removal is based;

(2) Be decided by the reviewing official or other official in the supervisory chain or in a higher position than the individual proposing the action; and

(3) Inform the employee of the right to appeal the decision time limits for filing such an appeal, the address for filing the appeal; and a copy of the appeal form.

## ARTICLE 42

### DISCIPLINARY AND ADVERSE ACTIONS

**Section 1.** The **EMPLOYER** has the right and obligation to administer disciplinary actions for just cause that will promote the efficiency of the service. The Agency Guideline of Penalties and Offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties.

**Section 2.** Disciplinary and adverse actions will be initiated in a timely manner. The intent of this language is to preclude managers from an unreasonable delay in initiating action when warranted. All disciplinary and adverse actions will be processed in accordance with applicable regulations and this Agreement. All disciplinary actions must be supported by a preponderance of evidence.

**Section 3.** Disciplinary action, for the purpose of this Agreement, is defined as a suspension of an employee for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable through the negotiated grievance procedure and must be filed at the 2<sup>nd</sup> step of the grievance procedure.

**Section 4.** Employees against whom a disciplinary action suspension is proposed are entitled to:

a. An advance written notice stating the specific reasons for the proposed action;

b. A reasonable time, not less than fourteen (14) calendar days to answer orally and/or in writing and to furnish affidavits or other evidence in support of the answer;

c. A representative of their choice; and

d. A written decision and specific reasons therefore in a timely manner.

**Section 5.** Adverse action, for the purpose of this Agreement, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay or a furlough of thirty (30) days or less. A furlough is defined as a temporary nonpay status and absence from duty required by the **EMPLOYER** because of lack of funds or work, or for other nondisciplinary reasons.

**Section 6.** Employees against whom an adverse action is proposed are entitled to:

- a. At least thirty (30) days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. Not less than fifteen (15) days to answer orally and/or in writing and to furnish affidavits and other evidence in support of the answer;
- c. A written decision and the specific reasons therefore in a timely manner;
- d. A representative of their choice; and
- e. Notice of appeals rights.

**Section 7.** The **EMPLOYER** will inform the employee in the decision letter of their grievance/appeal rights.

**Section 8.** The period of consideration for formal disciplinary offenses is normally two (2) years. In the absences of a repeat offense, the entries on the SF-7B and/or records (except Standard Form 50s) will be deleted after two years.

**Section 9.** Upon request, the **EMPLOYER** will furnish the employee against whom a disciplinary or adverse action is proposed, or his designated representative, a copy of the material relied on to support the proposed action.

## ARTICLE 43 GRIEVANCE PROCEDURE

**Section 1.** The **PARTIES** recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The expeditious settlement of grievances at the lowest possible level is in the best interest of the **PARTIES**. This grievance procedure shall be the exclusive procedure available to the **PARTIES** and employees for resolving grievances that fall within its coverage, including questions of grievability and arbitrability.

**Section 2.** A grievance is defined as 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 this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of law, rule or regulation affecting conditions of employment.

**Section 3.** The following matters are not grievable under this grievance procedure:

- a. Any claimed violation of Subchapter III of Chapter 73 of the Civil Service Reform Act of 1978 (relating to prohibited political activities);
- b. Retirement, life insurance or health insurance, and matters under the jurisdiction of the Office of Workers' Compensation Program;
- c. Any examination, certification or appointment;
- d. The classification of any position that does not result in the reduction in grade or pay of an employee;
- e. A suspension or removal under 5 U.S.C. 7532 (national security);



- f. The separation of an employee during a probationary period;
- g. The termination of a temporary appointment;
- h. Matters appealable to the Merit System Protection Board, including reduction-in-force;
- i. Complaints of discrimination;
- j. Non-selection from a group of properly ranked and certified candidates; and
- k. Non-adoption of a beneficial suggestion.
- l. Termination of temporary promotions or details
- m. Non-receipt or disapproval of a performance award or other kinds of discretionary awards.
- n. Notice of proposed actions.

**Section 4.** Employees may present a grievance on their own behalf without the intervention of the **UNION**. However, the **UNION** has the right to be present during the grievance proceeding in its role as the representative of the unit. Only the **PARTIES** may invoke arbitration.

**Section 5.** In order for a grievance to be considered timely and eligible for processing under this Article, it must be filed within fourteen (14) days after the alleged violation or incident occurred, or of becoming aware of the alleged violation or incident. Thereafter, it must be filed at each step within the stated time limits, except as stated below. Failure on the part of an employee or the grieving **PARTY** to meet stated time limits shall constitute withdrawal of the grievance. Similar failure on the part of the **PARTY** receiving the grievance shall allow the employee or the grieving **PARTY** to move the grievance to the next step. Time limits stated above may be extended by written mutual agreement.

**Section 6.** The following procedure shall apply in processing employee grievances covered by this Agreement:

Step 1. The grievant, accompanied by the **UNION** representative if appropriate, shall discuss the grievance with the immediate supervisor, and a written grievance will be provided that will specify the following:

- a. The basis for the grievance;
- b. Relevant information;
- c. Provisions of law, regulation or this Agreement allegedly violated, if applicable; and
- d. The corrective action desired.

The supervisor will issue a written decision to the grievant within fourteen (14) days of the date on which the grievance discussion is held. When no discussion occurs, the written decision will be issued within fourteen (14) days after the date on which the grievance is received.

Step 2. If the grievant is dissatisfied with the Step 1 decision and desires to pursue it, the grievance must be filed at Step 2 with the Store Director within fourteen (14) days of receipt of the Step 1 decision, or within fourteen (14) days of the due of the Step 1 decision. The grievance shall state:

- a. The basis for the grievance;
- b. Relevant information;
- c. Provisions of law, regulation or this Agreement allegedly violated, if applicable;
- d. The corrective action desired; and
- e. The date of receipt of the Step 1 decision, if received.

If requested by either **PARTY**, a meeting will be held to discuss the grievance. The Store Director will issue the **EMPLOYER'S** final written decision to the grievant within fourteen (14) days from the date the grievance was filed at Step 2, or from the date the grievance meeting was held, if applicable.

**Section 7.** If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the **UNION**, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**Section 8.** In the event either **PARTY** should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be considered to be

amended to include that issue. If mutually agreed to by the **PARTIES**, all such disputes shall be submitted in writing to the arbitrator prior to the presentation of the underlying grievance, and the arbitrator shall render a decision on that issue based on the written briefs of the **PARTIES**. Otherwise, the issue will be presented to the arbitrator to be decided as a threshold issue at the hearing, and is to be decided by bench decision prior to any hearing on the merits of the case. Bench decisions shall be re-issued in writing to the **PARTIES** within thirty (30) days of the decision.

**Section 9.** Subject to operational requirements, reasonable official time will be granted aggrieved employees and the appropriate **UNION** representative to investigate and prepare grievances. Official time will be granted to present a grievance through this Negotiated Grievance Procedure.

**Section 10.** When the **EMPLOYER** files a grievance, the following procedure will be used. The grievance shall be filed in writing with the NAGE National President (or designee) within fourteen (14) days after the alleged violation or incident occurred, or of becoming aware of the alleged violation or incident. The grievance shall specify the basis of the grievance and the relief sought. If requested by either **PARTY**, the **PARTIES** shall meet (telephonically or face-to-face) to discuss the grievance. The NAGE National President (or designee) shall issue a written decision within fourteen (14) days after the date on which the grievance meeting is held. When no discussion occurs, the written decision will be issued within fourteen (14) days after the date on which the grievance is received.

**Section 11.** When the **UNION** files a grievance in its own name, the following procedure will be used. In other cases the grievance procedure as outlined in Section 6 will be used. The grievance will be filed in writing, as follows: grievances that impact one store will be filed by the Local President (or designee) with the appropriate Store Director (or designee); grievances that impact more than one store in a Region will be filed by the NAGE National President (or designee) with the appropriate Region HR (or designee) who will refer the matter to the appropriate official for resolution; grievances that impact stores in more than one region will be filed by the NAGE National President (or designee) with the DeCA HQ Labor Relations Officer (or designee) who will refer the matter to the appropriate official for resolution. The grievance shall specify the basis of the grievance and the relief sought. The written grievance must be filed with the **EMPLOYER**, as provided above, within fourteen (14) days after the alleged violation or incident occurred, or of becoming aware of the alleged violation or incident. If requested by either **PARTY**, the **PARTIES** shall meet (telephonically or face-to-face) to discuss the grievance. A written decision will be issued within a reasonable period after this meeting is held or

(when no meeting is requested) within a reasonable time frame after grievance filing date.

**Section 12.** The **PARTIES** agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation, if used, must be by mutual consent. Neither **PARTY** is obligated to use this service, nor shall the voluntary, mutual consent to use the service limit a **PARTY'S** right to invoke arbitration at a later date. If the **PARTIES** agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The **PARTIES** also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the **PARTIES** agree to follow its guidelines. Grievance mediation must be requested by the moving **PARTY** in writing within fourteen (14) days of receipt of the first step grievance decision. If a grievance mediation recommendation is adopted, it will be reduced to writing, signed and implemented, and the grievance will be considered resolved and concluded. If the grievance mediation is unsuccessful, the second step time limits will begin the day following the mediation. In situations where the grievance begins at step 2, the moving **PARTY** may request grievance mediation in lieu of the step 2 meeting. If a grievance mediation recommendation is adopted, it will be reduced to writing, signed and implemented, and the grievance will be considered resolved and concluded. If grievance mediation is unsuccessful, the arbitration time limits will begin the day following the mediation.

**Section 13.** Grievances not resolved through the provisions of this Article may be referred to arbitration by either the **UNION** or the **EMPLOYER** within fourteen (14) days of the final decision, or fourteen (14) days of when the final decision was due.

## ARTICLE 44

### ARBITRATION PROCEDURES

**Section 1.** If the **PARTIES** fail to settle any grievance arising under this Agreement, such grievance may be referred to arbitration upon written notice by the grieving party to the other party within fourteen (14) days following the issuance of the final decision or the due date of the final decision under the grievance procedure.

**Section 2.** The process of selecting an arbitrator and proceeding to hearing shall be as follows:

a. Within fourteen (14) days from the date of receipt of the arbitration Invocation notice, the moving **PARTY** will send written notice to the Federal Medication and Conciliation Service (FMCS) and request a list of seven (7) arbitrators. A copy of the arbitration invocation notice will be provided to the other **PARTY**. The moving party will be initially responsible for payment of the fee assessed by FMCS for arbitrator panel requests. Upon issuance of a decision by the arbitrator, the losing **PARTY** is responsible for the fee. In instances of split decision or a settlement, the fee will be split between the parties. In instances where the moving **PARTY** is entitled to reimbursement of the FMCS fee, the losing **PARTY** will initiate action within thirty (30) days of receipt of the arbitrator's decision and a request for reimbursement with receipt from the moving **PARTY** indicating the amount paid to the FMCS, to have reimbursement made to the moving **PARTY**.

b. Within fourteen (14) days following receipt of the FMCS list, the **PARTIES** will meet to attempt to stipulate the issue to be arbitrated, to explore settlement options, and to select the arbitrator from the list. The **PARTIES** shall alternately strike names from the list until one name remains. The **PARTY** to strike the first name shall be determined by a flip of a coin.

c. Within fourteen (14) days of selection of the arbitrator, the **PARTIES** will notify the arbitrator in writing of the selection and request a list of available dates for the hearing. A copy will be provided to the **PARTIES**.

d. Within fourteen (14) days of receipt of a response from the arbitrator, the **PARTIES** will meet to select a hearing date.

e. Within fourteen (14) days of selection of the hearing date, the **PARTIES** will notify the arbitrator in writing of the date selected. A copy will be provided to the **PARTIES**.

f. Failure of the moving **PARTY** to comply with the time limits set forth above shall constitute withdrawal of the grievance from arbitration. Failure by the responding **PARTY** to comply with the time limits set forth above shall allow the moving **PARTY** to unilaterally continue the process at that step. The **PARTIES** may mutually agree to extend the time limits set forth in this process.

**Section 3.** The hearing shall be held during normal working hours, excluding weekends. If necessary, the grievant's tour of duty will be rescheduled to allow the grievant to attend the hearing on official time. Witness' tours of duty will be rescheduled only for the time necessary to provide testimony at the hearing.

**Section 4.** The **PARTIES** will request the arbitrator to render a decision as quickly as possible, normally not later than thirty (30) days from the date of the hearing.

**Section 5.** Either **PARTY** may file exceptions to an Arbitrator's award in accordance with law and regulations.

**Section 6.** The Arbitrator's fees and expenses shall be borne by the losing **PARTY**. The Arbitrator shall determine the losing **PARTY**. If there is a split decision in which neither **PARTY** can be designated as the losing **PARTY**, the costs shall be borne equally. Where the **UNION** and the **EMPLOYER** mutually request a transcript, the expense will be shared, otherwise, the **PARTY** requesting the transcript shall bear the expense. The **PARTIES** shall equally share the expenses of any mutually agreed upon services.

**Section 7.** The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement. This right is the prerogative of the **PARTIES** only.

## ARTICLE 45

### PAYROLL WITHHOLDING OF UNION DUES

**Section 1.** The **EMPLOYER** shall deduct **UNION** dues from the pay of employees, subject to the following provisions.

a. The **UNION** will provide Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," to employees desiring to authorize an allotment for withholding of dues from their pay.

b. The Local President or Secretary will certify each SF-1187, and will insert the amount to be withheld and will submit the completed forms to the servicing Personnel Field Office. Forms for employees determined to be ineligible for the dues allotments will be returned to the **UNION** with an explanation for the determination.

c. Allotments will be effective at the beginning of the second pay period following receipt of the SF-1187 by the payroll office.

d. The **UNION** will promptly notify the payroll office within five (5) days, in writing, when the **UNION** terminates an employee's membership.

**Section 2.** The payroll office will prepare a biweekly remittance check at the close of each pay period for which deductions are made, and forward it to: Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169-9885. The check will be accompanied by a list of the employee members designated by their **UNION** Local number, who have current allotment authorizations on file; the amount withheld from each employee's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions. When the remittance procedure converts to Electronic Fund Transfer (EFT), NAGE will be notified to address the impact of the change.

**Section 3.** The payroll office will terminate an allotment:

a. At the end of the pay period in which notification is received from the FLRA of the **UNION's** loss of exclusive recognition;

b. At the end of the pay period in which an employee is no longer a member of the bargaining unit;

c. At the end of the pay period in which notification is received from the **UNION** that an employee is no longer a member in good standing in the **UNION**;

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld. If an allotment is revoked after the end of the first year it has been in effect, it will be effective at the end of the pay period on or after July 1, provided the revocation is received in the Payroll Office during the 6 weeks period prior to July 1. A copy of each SF-1188 processed will be provided to the appropriate Local.

**Section 4.** Once the **EMPLOYER** has informed the **UNION** that an employee is no longer a member of the bargaining unit, the **UNION** must return to the **EMPLOYER**, within thirty (30) days of receipt, any **UNION** dues that were received on that employee subsequent to the notice.

**Section 5.** Changes in the amount of regular dues may be made not more frequently than once every twelve (12) months. The National Office of the **UNION** will inform the **EMPLOYER's** designated payroll contact in writing of the change in the dues amount. The changes will be effected at the beginning of the second pay period following receipt of the **UNION's** notification.

## ARTICLE 46

### DURATION AND CHANGES

**Section 1.** This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or from the thirty-first (31<sup>st</sup>) day after execution, whichever is sooner. This Agreement will automatically be renewed for one (1) year periods, thereafter, unless, a written request to renegotiate the Agreement is served by either **PARTY** or the other between the one hundred-fifth (105<sup>th</sup>) and sixtieth (60<sup>th</sup>) day prior to expiration of the Agreement.

**Section 2.** This Agreement is subject to reopening:

a. By mutual consent of the **PARTIES** concerned;

b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

**Section 3.** 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, the terms and conditions of this Agreement shall continue in effect, unless precluded by law, until a new Agreement is effected.

## ARTICLE 47

### DISTRIBUTION OF THE AGREEMENT

**Section 1.** The **EMPLOYER** will prepare this Agreement in final format. After approval, the **EMPLOYER** will print the Agreement and distribute one (1) copy to each employee and each Local, and two hundred (200) copies to the **UNION** headquarters.

**Section 2.** The **EMPLOYER** will maintain a supply at its headquarters.

## ARTICLE 48

### AWARDS

**Section 1.** In accordance with the DeCA Incentive Awards Program, DeCA will:

- a. Encourage DeCA personnel to improve government operations and support and enhance DeCA and national goals; and
- b. Recognize and reward personnel appropriately, promptly, and on the basis of superior performance, special acts or services, or other personal or group efforts that substantially exceed normal standards or expectations and result in improved Federal government productivity and/or services.
- c. Administer the Incentive Awards Program in accordance with the merit system principles of Title 5, U.S.C. No person will be involved in the approval process of an award that would be considered a conflict of interest.

**Section 2.** Types of Monetary Awards may include the following:

- a. Performance Award
- b. Special Act or Service Award
- c. Quality Step Increase
- d. On The Spot Award

Types of Non-Monetary Awards may include the following:

- a. Honorary, e.g., Certificate/Memorandum of Appreciation
- b. Meritorious Medals
- c. Length of Service
- d. Time Off Award

## ARTICLE 49

### LEAVE WITHOUT PAY

**Section 1.** Leave without pay is a temporary non-pay status and absence from duty granted upon an employee's request. All requests for leave without pay, regardless of duration, are subject to approval by the appropriate authority. A period of leave without pay shall not exceed one (1) year for each application.

**Section 2.** The **EMPLOYER** recognizes the obligation to return an employee to duty at the expiration of approved leave without pay in a position and rate of pay to which the employee is entitled.

**Section 3.** Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program to the extent they are entitled such benefits.

**Section 4.** The **EMPLOYER** also recognizes the reduction-in-force placement and retreat rights of an employee on leave without pay in situations where the employee's status has been affected by reduction-in-force action during the period of absence on leave without pay.

## APPENDIX A

### Bargaining Unit Descriptions

**The following Bargaining Units are included in the Collective Bargaining Agreement in accordance with WA-RP-02-0024, dated May 31, 2002 and WA-RP-00090, dated November 14, 2001.**

- Included: All full-time and regular part-time classified and wage board employees of the Defense Commissary Agency, Defense Commissary Store, U.S. Naval Submarine Base, New London, Groton, Connecticut.
- Excluded: Management officials, employees engaged in federal personnel work except in a purely clerical capacity, temporary, casual and professional employees, guards and supervisors defined under EO 11491.
- Included: All employees of the Defense Commissary Agency assigned to the Marine Corps Air Station, Yuma, Arizona, and the Yuma Proving Ground, Yuma, Arizona commissary stores.
- Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All general schedule and wage grade employees of the Defense Commissary Agency assigned to the Commissary Store, Naval Support Activity, New Orleans, Louisiana.
- Excluded: Supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All employees employed by the Defense Commissary Agency who are assigned to the Fort Eustis, Langley Air Force Bases, Norfolk, Little Creek, Portsmouth and Oceana, Virginia Commissary Stores.
- Excluded: All professional employees, management officials, supervisor, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

- Included: All employees of the Defense Commissary Agency assigned to Fort Lee, Virginia, Richmond, Virginia Commissary Stores.
- Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All non-professional employees of the Defense Commissary Agency, Scott Air Force Base, IL and Charles Melvin Price Support Center, Granite City, IL.
- Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than 90 days and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All employees employed by the Defense Commissary Agency who are assigned to the Fort Drum, New York Commissary Store.
- Excluded: All professional employees, management officials, supervisor, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All non-supervisory, non-professional employees of the Defense Commissary Agency assigned to the Commissary Store, Fort Polk, Louisiana.
- Excluded: Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All employees of the Port Hueneme Commissary Store, California.
- Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
- Included: All employees of the Defense Commissary Agency, Dugway Proving Ground, Dugway, Utah.
- Excluded: Management officials; supervisors; professional employees;

and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Included: All non-supervisory employees of the Defense Commissary Agency (DeCA) Commissary Store, Fort Leonard Wood, Missouri.

Excluded: Temporary-intermittent (WAE) employees, General Schedule employees of the Control Section, DeCA commissary Store, Fort Leonard Wood, Missouri; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Included: All permanent employees and temporary employees on appointment of more than 90 days assigned to the Commissary Store, Seymour Johnson Air Force Base, North Carolina.

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

Included: All employees of the Defense Commissary Agency assigned to the Fort Bliss, Texas; Holloman Air Force Base, New Mexico; and White Sands Missile Range, New Mexico; Commissary Stores.

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

Included: All non-professional employees of the Defense Commissary Agency who are located at the Mountain Home AFB, Idaho.

Excluded: All supervisors, management officials, confidential employees, professional employees, temporary employees of 90 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency, March Air Reserve Base, California.

Excluded: All professional employees, supervisors, management

officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7), and all temporary employees.

Included: All general schedule and wage employees of the Defense Commissary Agency assigned to the Fort Myer Commissary store, Fort Myer, Virginia.

Excluded: All professional employees, management officials, supervisors, interns, temporary employees with less than one year of current continuous employment appointed under 5 C.F.R. section 316.401 and meeting the requirements thereof, and all employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency, at Bolling Air Force Base, Washington, D.C.

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

Included: All full and part time non-professional employees employed by the Defense Commissary Agency, Hanscom Air Force Base, Massachusetts.

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

Included: All nonprofessional employees, employed by the Defense Commissary Agency located at Edwards Air Force Base, California.

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



**APPENDIX B**

**Union Representation Time Sheet**

Part 1. To be completed by the representative and submitted to the supervisor.

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
DATE      REQUESTED                      TIME REQUESTED

PURPOSE (check one)

Grievance Investigation (BK) \_\_\_\_\_ FLRA Proceeding (BK) \_\_\_\_\_

Grievance Processing (BK) \_\_\_\_\_ FSIP Proceeding (BK) \_\_\_\_\_

Labor Management Meetings (BD) \_\_\_\_\_ Other (specify & enter payroll code)\* \_\_\_\_\_

Term Negotiations (BA) \_\_\_\_\_

Midterm Negotiations (BB) \_\_\_\_\_

\_\_\_\_\_  
Representative's Signature / Date

Part 2. To be completed by the supervisor and returned to representative.

\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

1. Explanation for Disapproval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Alternate Time Approved by Management: \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature / Date

Part 3. To be completed by the representative and returned to the supervisor upon return to work site.

Time Out \_\_\_\_\_ Time In \_\_\_\_\_ Time Used \_\_\_\_\_

\*Term Negotiations (BA); Labor-Management Relations (BD); Grievances & Appeals (BK); BB Midterm Negotiations

**APPENDIX C**

**Request For Restoration Of Annual Leave**

Part I: TO BE COMPLETED BY EMPLOYEE:

PRINTED NAME:

STORE:

JOB TITLE:

SSN/PAYROLL NO.:

I hereby request restoration of \_\_\_\_\_ hours of accumulated annual leave in excess of the maximum accumulation permitted by 5 CFR Section 630 that I was unable to use during the \_\_\_\_\_ leave year due to mission essential reasons. Attached are copies of DeCAF 50-63 showing the dates that this leave was scheduled and disapproved.

\_\_\_\_\_  
**EMPLOYEE SIGNATURE (DATE)**

Part II: SUPERVISORY CHECKLIST: By regulation, all of the following criteria must be met for annual leave to be restored.

- \_\_\_\_ The restoration request covers leave in excess of 240 hours
- \_\_\_\_ The employee scheduled leave in writing before the beginning pay period #24
- \_\_\_\_ The employee's leave was cancelled for mission essential reasons
- \_\_\_\_ Due to mission essential reasons, the employee's leave could not be rescheduled before the end of the leave year

**(Check One)**

\_\_\_\_\_ This request meets all of the above criteria and therefore, I recommend approval.

\_\_\_\_\_ I recommend disapproval of this request because it does meet one of the above criteria for the following reason(s):

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE (DATE)

\_\_\_\_\_  
STORE DIRECTOR'S SIGNATURE (DATE)

-----  
Part III: HR REVIEW

\_\_\_\_\_ Recommend Approval

\_\_\_\_\_ Recommend Disapproval

\_\_\_\_\_  
SIGNATURE OF HR SPECIALIST

-----  
Part IV: FINAL APPROVAL/DISAPPROVAL

\_\_\_\_\_ Approval

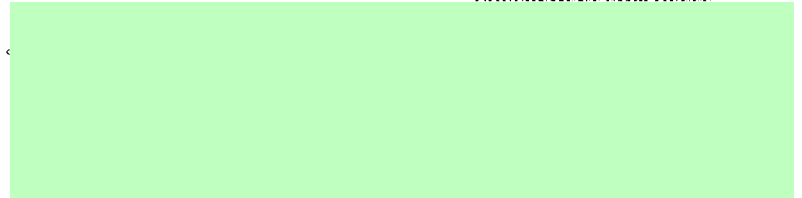
\_\_\_\_\_ Disapproval

\_\_\_\_\_  
DIRECTOR/DEPUTY DIRECTOR

This Agreement is executed to become effective within thirty (30) days or upon approval by the Department of Defense, Civilian Personnel Management Service (CPMS), whichever is earlier.

**DEFENSE COMMISSARY AGENCY**

**NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES**



The [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]