

**Master
Collective Bargaining Agreement**

between

The Army and Air Force Exchange Service

and

**The Consolidated Bargaining Units of the
National Association of Government
Employees**

EXCHANGE 2017

ARMY & AIR FORCE EXCHANGE SERVICE

PREAMBLE

In accordance with Title VII of Public Law 95-454, this Agreement is entered into between the Army and Air Force Exchange Service, hereinafter referred to as the "Employer," and National Association of Government Employees, Consolidated Bargaining Unit, hereinafter referred to as the "Union." Collectively, the Employer and the Union shall be known as the "Parties."

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

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

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

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

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ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in Section 2 below and the Union recognizes the responsibilities of representing the interests of all such employees without discrimination and without regard to labor organization membership with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2, 4, and 5.

Section 2. UNIT(S):

INCLUDED: All full-time and part-time employees, intermittent regularly scheduled, intermittent on-call employees, including off-duty military personnel in any of the foregoing categories employed by the Army and Air Force Exchange Service at the locations enumerated in Appendix A of this Agreement.

EXCLUDED: Temporary employees employed continuously for 90 days or less, exchange detectives and security employees, not guards or watchmen, professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2)(3)(4) (6) and (7).

NOTE:

Employees compensated under the Pay for Performance program at levels NF-3 and NF-4 shall be considered a part of the bargaining unit except as specifically excluded by the Federal Labor-Management Relations Statute or as set forth above.

ARTICLE 2
PROVISIONS OF LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this Collective Bargaining Agreement for the recognized unit, the union, management, and employees will be governed by applicable federal laws, applicable government-wide regulations; and Employer policies specifically covered in this agreement, procedures, and practices in existence at the time this Agreement is approved and which are not otherwise in conflict with this Agreement or Article.

Section 2. Except as provided by Section 1 above, to the extent that any provision of any future AAFES regulation results in a significant change to general conditions of employment and conflicts with this Collective Bargaining Agreement, such provision will not be applied to the Unit without prior notice to the union. The bargaining rights of the Parties regarding future regulations, which do not conflict with an effective collective bargaining agreement, will be exercised in accordance with applicable law.

Section 3. The Employer shall comply with all applicable agency regulations governing personnel policies and practices, and general conditions of employment. This Section shall not be construed to require Management to issue, change, or retain a regulation, but is intended to effectuate stability in implementing regulations.

Section 4. Any provision of this Collective Bargaining Agreement that would excessively interfere with a management right, to include permissive rights, will not be enforceable under this agreement. This agreement hereby withdraws any past agreements (i.e., Memorandum of Agreement,

Memorandum of Understanding, Settlement Agreement and Supplemental Agreement) that would constitute a waiver or excessive interference with a management right under the law.

Section 5. The Employer shall provide the Union, at both the National and Local levels, with an electronic copy of the Employer's regulations and directives, affecting conditions of employment, personnel policies, and employee working conditions and proposed changes thereto.

ARTICLE 3

DEFINITIONS AND SPECIFIC PROCEDURES

Section 1. For the purposes of this Agreement, types of employment are as follows:

- a. **Regular Full-Time.** Those associates who are hired for continuing positions and who have a regularly scheduled workweek of thirty-five (35) hours or more.
- b. **Probationary.** An hourly paid employee whose current period of employment as intermittent, regular part time or regular full time is less than 181 calendar days or a Pay Band employee whose current period of employment as intermittent, regular part time or regular full time is less than 365 days.
- c. **Regular Part-Time.** Those associates who are hired for continuing positions from a minimum of twenty (20) hours per week but less than thirty-five (35) hours per week on a regularly scheduled basis.
- d. **Intermittent.** Those associates who are hired for positions of zero (0) up to, but less than, thirty-five (35) hours per week.
- e. The category of employment, Regular Full-Time, Regular Part-Time, or Intermittent, is determined by the position the associate occupies and not by the number of hours the associate may work in a pay period.

Section 2. Formal Meeting.

- a. A Formal Meeting is defined as "any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment".
- b. The union has a right to be present at formal meetings only when all four statutory elements in Section 7114 (a)(2)(A) exist. These elements are: (1) a discussion must occur; (2) it must be "formal"; (3) the meeting must include one or more agency representatives and one or more bargaining unit employees; and (4) it must concern a grievance or personnel policy or practice or other general condition of employment. If all four elements exist, the agency has an obligation to properly notify the Union, giving the Union an opportunity to designate a representative of its own choosing to attend any such meeting.
- c. The representative designated to attend has the right to comment, speak and make statements but is not entitled to take charge of, usurp, or disrupt the meeting.

Section 3. Employee Communications/Counseling.

- a. The Parties agree that communications between the employee and supervisor are an essential element to the employee-supervisor relationship. It is also agreed that communication

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

b. When communication entries are made on official AAFES Form, entitled "Supervisor/ Employee Communication Record," currently numbered 1100-24, the employee will be given the opportunity to obtain Union representation within a reasonable time if the employee believes disciplinary action could result. Subject to office space limitations at the employee's workplace, communication sessions will be conducted in privacy. These sessions will only be conducted by supervisors and only for those employees subordinate to them in the supervisory chain.

Section 4. Definitions.

a. Principal Management Official (PMO) is defined as the ranking Management official applicable to a Local Bargaining Unit (e.g. General Manager, if Exchange level Unit employees, Distribution Center Manager, if Distribution Center level Unit employees).

b. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

c. Collective bargaining means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees, and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

d. Negotiation means collective bargaining between the Employer and the Union with respect to personnel policies and practices and matters affecting working conditions as may be appropriate under applicable laws, regulations and published policies with the objective of reaching a formal agreement.

e. Base or Post Closure means the deactivation or closure of an entire military installation authorized and initiated by the Department of Defense (DoD) under the Base Realignment and Closure Act or other legislation or authority resulting in the closure of an entire AAFES Exchange.

f. Designee is defined as the management official who has been identified by the PMO to act on behalf of the PMO on a specific issue.

ARTICLE 3 (continued)

Section 5. Specific Procedures.

a. The Employer, in order to maintain a high degree of efficiency and morale, shall normally fill positions through a regular appointment when the need for the position is expected to be for a period of more than 90 days and the duties of the position are such that they are performed on a continuous basis. The Union recognizes that situations out of the ordinary may occur which may cause the guidelines in this section to be extended. The Employer will notify the Union in cases where the guidelines in this section require extending beyond the 90 days.

b. Intermittent category employees who are paid for 60 or more hours for five consecutive pay periods will be converted to Regular Part-Time status within two pay periods following the end of that 10-week period. Such promotions in category will be considered by the Parties as exempt from the provisions of Article 25 that require job posting, ranking of candidates, and interviews prior to selection of a candidate.

c. With the exception of Food Operations and Motion Picture (Theater) Operations, the Employer agrees that intermittent employees will not exceed 30% of assigned bargaining unit employment at each Exchange location within the NAGE bargaining unit. The 30% shall be calculated based upon bargaining unit employees in non-food and non-Motion Picture Operations.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. Nothing in this Article or Agreement shall affect or waive any rights of management as prescribed in 5 U.S.C. 7106.

Section 2. Managers and Supervisors have the right to be treated with respect. They have the right to expect employees to perform their duties as assigned without the manager or supervisor having to justify their choice to the associate. They have the right to expect associates to follow their work schedules, which includes arriving on time for work, returning from breaks and lunches on time, and remaining at work until the end of their shift, unless leave has been pre-approved. They have the right to expect employees to be productive while at work.

Section 3. The Employer agrees, that to the extent possible and in accordance with applicable laws, rules, and regulations, to make every effort to ensure that bargaining unit employees are given fair and equitable treatment in all matters concerning conditions of employment. The parties agree all employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer and to provide quality service to customers.

ARTICLE 5

RIGHTS OF THE EMPLOYEES

Section 1. Nothing in this Article or Agreement shall affect or waive any rights of the employees as prescribed in 5 U.S.C 7102.

Section 2. The Employer agrees to treat all employees in a consistent manner. The Union and the Employer agree all employees and supervisors shall conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer and to provide quality service to customers. Management will attempt to establish working conditions which are conducive to enhancing and improving employee morale and productivity. It is recognized that employees shall have access to all rights, privileges and protections that are afforded by applicable law, regulation, AAFES policies, and this Master Agreement and that the exercise

of such rights by the employee will not be met with reprisal.

Section 3. The Employer and the Union agree that employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of a designated Union representative. Employees also have the right to refrain from any such activity, and each employee shall be protected in the exercise of this right.

Section 4. In accordance with Article 8, Section 4, an employee may request permission to contact a union representative during duty hours for a representational matter but must first inform and receive permission from his supervisor. The immediate supervisor will be advised of the general purpose of the request (e.g. grievance, appeal, etc.), the place of the meeting and the estimated time of their return. If release is not possible at the time requested due to work requirements, the employee will be advised as to a time when release is possible. The delay will be no more than 48 hours from the time of the request and the event for which the assistance is requested will be postponed until the release can occur. If the employee will be delayed in returning to his work station beyond the estimated time approved, he will notify the immediate supervisor to request additional needed time. The employee will notify the supervisor of his return.

Section 5. Whistle Blower Protection. Employees shall be afforded the protections outlined in the current Director/CEO Letter on Whistle Blower Complaints or its successors. If an employee reasonably believes a personnel action was taken as reprisal for making a protected disclosure they can file a complaint by following the procedures identified in the Director/CEO Letter. The Union may annually inform the employees of this act.

Section 6. The employee will accept an assignment as directed by the supervisor or management official as long as it is not illegal, immoral, or it presents a danger to health or safety. If an employee disagrees with a work assignment that is not illegal, immoral or unsafe they must accomplish the assignment and then may grieve the decision of the supervisor. The failure to comply with a supervisors order to follow work direction will be grounds for disciplinary action. Normally management will issue the associate the least severe disciplinary action that would correct the problem unless the severity warrants stronger disciplinary action.

Section 7. Access to Documentation.

a. The Union and the Employer agree to encourage employees to periodically review and update their electronic Official Personnel Folder (eOPF) to ensure that it has current and accurate information. If an Employee finds incorrect information in the eOPF they may contact the Human Resources Support Center or Human Resources Manager for assistance or if possible make the correction using the Employee Self Service options.

Article 5 (continued)

b. The Employee and their designated representative may request a copy of the counseling record of the Employee maintained by the Employer during normal duty hours.

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

Section 8. Investigations.

a. Employees are required to cooperate with management investigations. An employee who provides a statement in the course and scope of an investigation is encouraged to sign the statement. The employee may refuse to sign the statement. The management representative will counter-sign the statement with the notation "Employee refused to sign." The employee may not be disciplined on the basis of the refusal to sign. However, management may use the information provided by the employee in any subsequent or proposed disciplinary action. An employee may request Union representation in an investigation where he/she will be encouraged to sign a statement which may be used in any subsequent or proposed disciplinary action against him/her.

b. AAFES investigators cannot involuntarily detain employees. Associates are free to leave the interview room at any time. However, an employee is obligated to cooperate in an administrative investigation or inquiry. Investigators must allow an employee to take breaks during lengthy interviews, to terminate the interview unilaterally at any time, and to seek representation, if requested by the employee. When an employee is to be interviewed as a subject of investigation, the employee will be advised of the substance and nature of the investigation. In accordance with 5 U.S.C. 7114(a)(2)(B) the employee shall be given the opportunity to have representation if (1) the employee reasonably believes that the examination may result in disciplinary action against themselves and (2) if the employee requests representation during the examination.

c. When an employee signs a statement, the employee will be provided a copy of the statement, if requested. Statements should be protected against disclosure to unauthorized individuals.

Section 9. Employee Possessions.

a. Unless there is a reason to suspect an individual employee, any search of an employee's possession (i.e. personal hand-carried property or assigned desk/locker) must be a part of a generally applied security check.

b. If the Employer wishes to search an employee's personal belongings or property under the employee's control, the employee must be allowed the opportunity to be present and represented when the search is made.

Section 10. If an employee signs a promissory note he/she will be provided a copy of it. Employees are not required to sign a promissory note. The promissory note will not become effective until forty-eight (48) hours after it is signed and, prior to that time, the amount of the promissory note may be revised in writing or rescinded by the associate who signed it.

**ARTICLE 6
RIGHTS OF THE UNION**

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

Section 2. The Union, as a representative of the employees in the unit, shall have the right and responsibility to present its views to the Employer orally or in writing on matters of concern which are matters appropriate for consultation or negotiation according to Article 7, Mid-Term Bargaining and Negotiations.

Section 3. The Union has the right to represent any employee in the bargaining unit in connection with an informal or formal grievance, complaint or an appeal from an adverse action, if the individual employee involved desires Union representation.

Section 4. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employees' exclusive representative concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

ARTICLE 7

MID-TERM BARGAINING AND NEGOTIATIONS

Section 1. This agreement covers both national and local mid-term bargaining procedures and no procedure outside the agreement is authorized except by mutual agreement at the national level.

Section 2. It is agreed that at any time this Agreement may be reopened to modify, add, or delete clauses and articles as may become necessary due to the changes of laws and regulations or policy directives issued by higher authority that may warrant changes. Before reopening, the party wishing to reopen will submit to the other, at least thirty (30) calendar days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes desired.

Section 3. Mid-term bargaining may occur at either the AAFES Headquarters - National Union- level or at the local AAFES - local Union facility level. In the event there are no recognized local Union officials, the Employer will provide notice to the appropriate national official.

a. **National Level** - Where proposed changes to personnel policies, practices and matters affecting working conditions are initiated at the AAFES Headquarters level, notice thereof will be forwarded in writing to the appropriate national official, who will have a maximum of ten (10) calendar days to make a response (e.g., request to negotiate). Additional time will be provided while the union is waiting for requested data on a given matter. The Union must provide written proposals within ten (10) calendar days of the receipt of the correspondence providing notice of the change. If special circumstances are present, the parties may agree upon a response time of less than ten (10) calendar days. Lack of response from the union's representative within the response period shall be construed as concurrence. Where the Union has been unable to identify the adverse effect of a proposed change on a bargaining unit member within the prescribed reply period, the change will be implemented and all bargaining demands withdrawn. The location for mid-term bargaining under this subsection will be decided on a case-by-case basis.

b. **Local Level** - Where proposed changes to personnel policies, practices and matters affecting working conditions are initiated by management at the local level, the President or designee or appropriate local Union official will be notified in writing and will have a seven (7) calendar days to make a request to negotiate. Additional time will be provided while the union is waiting for requested data on a given matter. The Union must provide written proposals within seven (7) calendar days of

the receipt of the correspondence providing notice of the change. If special circumstances are present, the parties may agree upon a response time of less than seven (7) calendar days. Where the Union has been unable to identify the adverse effect of a proposed change on a bargaining unit member within the prescribed reply period, the change will be implemented and all bargaining demands withdrawn. Lack of response from the union's representative within the response period shall be construed as concurrence.

Section 4. Negotiations for the Master Agreement will be conducted in accordance with appropriate ground rules agreements between the parties. Ground rules will not be negotiated for mid-term bargaining without mutual agreement.

Article 7 (Continued)

Section 5. When the Employer believes that a matter is non-negotiable, it will promptly advise the Union of its rationale for such a belief, as required by law. Upon request, the rationale will be submitted to the Union in writing. The Union has the right to proceed to the Federal Labor Relations Authority to appeal the Employer's decision that a matter is non-negotiable in accordance with the rules and regulations of the Authority.

Section 6. Issues of negotiability and impasse at the national or local level will be decided by the Director/CEO, AAFES, or designated representative, and the National Office of the National Association of Government Employees. Those issues will be submitted to the Federal Labor Relations Authority or the Federal Service Impasses Panel only by the National Office of the National Association of Government Employees or the Director/CEO, AAFES, or designated representative.

Section 7. When the parties to this agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve impasse. Either or both parties may seek assistance of the Federal Mediation and Conciliation Service (FMCS). If mediation does not resolve the impasse, either party may seek the service of the Federal Service Impasse Panel (FSIP).

Section 8. Either party has the right to confer, at reasonable times, with the other concerning matters appropriate for consultation. The party desiring a meeting shall give reasonable notice to the other party specifying the matter to be discussed and, if appropriate, summarizing the incident or condition which necessitates the meeting.

Section 9. Nothing in this agreement is intended to preclude the Employer and the Union from meeting during the term of this agreement at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties.

Section 10. The Parties recognize that one of the stated goals of the FLRA is to promote creative resolution of charges. The Parties agree that seven (7) days before a ULP charge is filed, the charging party will provide the reasons for the charge to the other party, so they can continue to work towards resolution.

ARTICLE 8 UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected or appointed officers and shop stewards duly designated by each local. Each local may designate a reasonable number of unit members as stewards who shall be employees of the Employer and are authorized by the Union to represent employees within their jurisdiction. When new union representatives are elected or appointed, each Local shall supply the Employer, in writing, and shall maintain a current list of all Union representatives (i.e., elected officers and stewards), identifying the group of employees and work area they are authorized to represent, and will provide contact information such as email and/or phone numbers. The Chief Steward/Officer will assume the duties of a steward who is absent.

Section 2. It is agreed by the Parties that Union Representatives shall use official time prudently. Union representatives have the obligation to request official time and supervisors have the obligation to grant official time in accordance with this agreement. Reasonable time during work hours will be allowed Union representatives for attendance at meetings with the employer or discussion of grievances with employees and/or other matters related to conditions of employment with employees.

Section 3. Official Time.

a. Union representatives, when leaving their work to transact representation duties during regular working hours, shall first obtain permission from their immediate supervisor or designee, by submitting the Union Representation Official Time Request form, located at Appendix J. The location of the representational function and a contact telephone number, when possible, will be annotated on the request form.

b. Based on the necessary work to be performed, and the information provided by the representative, the immediate supervisor or designee will:

- (1) Release the representative,
- (2) Release the representative, but may negotiate the length of time the representative has requested based on operational requirements,
- (3) Delay the release of the representative if the employee representative cannot be released for a valid work related reason at the time of the request for representational assistance. The delay will be no more than 48 hours from the time of the request and the event for which the assistance is requested will be postponed until the release can occur.

c. When necessary to meet with another employee, the Union Representative will also determine the availability of that employee by contacting that employee's immediate supervisor or designee. The Union Representative will arrange the release of the employee with the employee's supervisor or designee prior to their meeting.

d. Upon entering the work area under the authority of a supervisor other than his own, the Union representative shall first contact the supervisor and advise him of his presence and of the name of the employee to be contacted. The Union agrees that no Union official will conduct representational activities with a bargaining unit employee who is on duty, excluding lunch and designated rest breaks, without first obtaining approval from that employee's supervisor as outlined above.

e. The Union representative shall notify his immediate supervisor, or designee, of his return to work upon expiration of the official time authorized. If the official time extends to, or exceeds the end of the workday the representative will inform the supervisor that such is the case.

Article 8 (continued)

Section 4. Reasonable time during work hours will be allowed Union representatives for attendance at meetings with the Employer. Reasonable time will be allowed for Union representatives to discuss with employees their grievances. Union representatives will guard against the use of excessive time in the handling of such matters.

Section 5. Official time will not be used for the solicitation of memberships and activities concerned with the internal management of the Union such as collection of dues, membership meetings, campaigning for officers, conduct of elections, and distribution of literature. Activities associated with the internal management of the Union will not be conducted during work hours.

Section 6. Authorized non-employee representatives of the Union will be allowed to visit the activity at reasonable times for the purpose of meeting with officials of the employer, officials of the Union, and/or employees on official time, subject to applicable internal security procedures. The Union will coordinate with the manager, or designee, of the employee's facility prior to any such visit for the purpose of making suitable arrangements. Such arrangements will include the employees release for official time at an appropriate time and location. Entry will be through the main entrance only, except as otherwise specifically authorized by the Employer. The Employer will not unreasonably restrict access to a restricted area within a facility; a representative who is not otherwise authorized to enter the restricted area will be escorted by an Employer representative to such area to contact an employee or, workload permitting, the employee will be permitted to leave the restricted area to meet with the Union representative in a timely manner.

Section 7. A Union representative may receive a reasonable amount of official time, normally not to exceed eight (8) hours in any twelve-month period, to attend Union sponsored training. Such training must be of mutual concern to the Employer and the employee in his capacity as a representative and the interests of AAFES will be served by his attendance. A reasonable number of representatives may attend, provided the operational efficiency of the exchange is not impaired. Requests will be submitted to the Employer by the Union as far in advance as possible, but not later than two weeks prior to the start of the training and will include a copy of the training. Each local president is authorized an additional sixteen (16) hours in any twelve-month period to attend training. The local president may delegate use of these hours to the local vice-president or chief steward. Nonrecurring or special circumstances may warrant additional training requirements, and under these circumstances the AAFES NAGE National Representative and the AAFES, Chief Labor Relations, or designee, may mutually agree to additional training hours.

Section 8. The Union will be afforded the opportunity to be represented at Onboarding. One (1) representative of the Union will be permitted to attend this Onboarding on official time and will submit the request for official time on the Union Representation Official Time Request. The Union President will advise the Human Resources Manager or designee of the name of the person designated to serve as its representative at Onboarding. The Union's representative will be permitted to:

- a. Identify himself/herself,
- b. Identify the union organization he/she represents,
- c. Provide a list of local representatives and telephone numbers where they can be reached,
- d. Distribute copies of the Master Agreement and appropriate literature to bargaining unit associates,

e. Inform the employees of the location of the bulletin boards.

Union membership will not be solicited; however, the Union may include an SF 1187, dues authorization form with its literature. After serving the above functions, the Union official will depart. The duration of the Union's introduction segment of Onboarding will not exceed fifteen (15) minutes.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. EEO complaints shall be administered under the procedures outlined in EOP 12-1. See the EEO Website at <http://h2.aafes.com/sites/2/EEO/default.aspx>. and the Equal Employment Opportunity Commission (www.eeoc.gov).

Section 2. The Employer agrees to cooperate in providing equal opportunity in employment for all persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

Section 3. The Employer and the Union will not discriminate against an employee on the basis of race, color, religion, sex, national origin, age, disability, or reprisal in accordance with applicable laws.

Section 4. Bargaining unit associates must pursue complaints of sexual orientation or status as a parent discrimination through the negotiated grievance procedure. This is in accordance with Federal Service Labor Management Relations statute, 5 USC Title 71.

Section 5. Bargaining Unit employees who feel they have been discriminated against have the right to discuss their concerns with an AAFES Equal Employment Opportunity Counselor or a Union representative and may file a formal complaint in accordance with existing Exchange regulations (see section 1 above).

Section 6. EEO complaints are excluded from the negotiated grievance procedure. EEO complaints must be filed within the prescribed statutory time frame.

ARTICLE 10

PAYROLL WITHHOLDING OF UNION DUES

Section 1. The Employer agrees that authorization for voluntary deduction of pay by employees for the payment of Union dues will be accepted and processed in accordance with applicable laws, regulations, and this agreement.

Section 2. The Union will provide and distribute the prescribed deduction form, Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues. The Union agrees to educate eligible employees on the program for payment of dues and the uses and availability of the required form. The Employer agrees that an allotment authorization may be submitted to the Human Resources Office at any time. Deductions will become effective at the beginning of the first pay-period after receipt of the form in the Human Resources Office. The local Union President, or

designee, may request, no more than monthly, a listing of newly hired eligible bargaining unit employees. The listing will be provided to the local Union President, or designee, within 24 hours of the request.

Section 3. The Employer shall automatically terminate dues deductions when an employee leaves the bargaining unit, upon loss of exclusive recognition by the Union, when this agreement providing for dues withholding is terminated by an appropriate authority outside the Army and Air Force Exchange Service, or when the employee has been suspended or expelled from the Union, in which case the Union shall notify the Human Resources Office in writing. The Employer will automatically reinstate an employee's dues allotment after a detail or temporary promotion assignment to a non-unit position.

Section 4. Employees who wish to stop paying Union dues will submit an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues. The employee must have been a dues paying member for one year, and may submit the SF 1188 cancellation form and have their dues cancelled at any time after the first year. The effective date of the first payroll deduction on Union dues for the employee is considered the anniversary date. To submit an SF 1188 the employee will obtain the form on line, from the Union, or from the HRO. The employee will fill out the form and return it to the HRO to be effective the beginning of the first full pay period after receipt by the Human Resources Support Center. The National or Local Union representative will be provided a copy of the revocation from the HRO within five (5) business days of when the Agency receives the SF 1188.

Section 5. Changes in the amount of regular dues may not be made more frequently than once every 12 months. The national office of NAGE agrees to advise the AAFES Human Resources Directorate, "ATTN: Labor Relations," in writing of the proposed change in regular dues. Notification shall be by Certified Mail, Return Receipt Requested or email and shall be submitted to the Employer, "ATTN: Labor Relations Office", Dallas Texas. Such changes will be effective no later than the 3rd pay period after receipt of the Certified Mail notice of increase in dues.

Section 6. The remittance of the dues withheld will be made by Electronic Fund Transfer (EFT) to the Comptroller Division, National Office, NAGE, 159 Burgin Parkway, Quincy, Massachusetts 02169, within a reasonable period following the day on which the related salaries were paid to the members of the Union along with a mailed listing by local unit of employees' names and amount of dues deducted.

Section 7. Nothing in this agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The requirements of this section apply to all supplemental, implementing, subsidiary, informal agreements between the Employer and the Union.

Section 8. In accordance with the statute, the Union will not be charged any service fee for the deduction of Union dues.

ARTICLE 11 HOURS OF WORK

Section 1. Administrative workweek consists of seven consecutive days extending from 0001 Saturday to 2400 the following Friday. Management will make every effort to give employees two (2) consecutive days off. Except where inconsistent with business needs, or in conjunction with

Alternative Work Schedules, the basic workweek will not exceed eight (8) hours per day and will not be scheduled for more than five (5) days in an administrative workweek.

Section 2. The regular scheduled workweek will not exceed 40 hours. Except where inconsistent with business needs or in conjunction with Alternative Work Schedules, the hours scheduled will not exceed 8 hours per workday and will not be scheduled for more than 5 days in an administrative workweek. The regular scheduled workweek will not include hours on more than 6 days or include more than 10 hours on any one workday.

Section 3. Changes in the regular scheduled workweek will be posted on employee bulletin boards or otherwise brought to the attention of employees at least 1 week prior to the effective date of the new schedule, except in cases of emergency or extraordinary business needs.

Section 4. Reduction of employee's regularly scheduled workweek may be accomplished using the following procedures:

a. When a facility wide reduction in hours due to a decrease in installation troop strength or a loss of sales:

- 1) Excess hours will be reduced to bring employees hours to maximum for the category.
- 2) Hours of Intermittent employees will be reduced first to a point necessary to efficiently run the facility.
- 3) A one-time reduction of five (5) hours per week may take place with a two (2) week notice. This reduction will remain in effect for the duration of the business need.
- 4) If an additional reduction of hours greater than five (5) hours per week is necessary a thirty (30) day notice will be given.
- 5) No reduction in the regularly scheduled workweek will exceed the minimum required hours as defined in Article 3, Section 1, types of employment.
- 6) Changes in an employee regular scheduled workweek as a result of Reduction-in-Force under the provision of Article 24 will require appropriate notice as outlined in Article 24.

b. A facility wide or department wide reduction of hours for other reasons which may include productivity objectives, change in operating hours, etc: Reduction of more than 4 hours per week will require thirty (30) days' notice.

c. Department wide reductions: Section 4A does not include routine departmental man hour reductions. In this instance Section 4B would apply.

Section 5. Any employee whose work schedule is over 6 hours in any workday is entitled to a meal period. Meal periods are included on the work schedule. Meal periods are scheduled for no less than 30 minutes and no more than 1 hour. Meal periods are not counted as time worked, except to determine eligibility for shift differential. An employee may be scheduled to have his/her meal period on the job. When this occurs, the employee is authorized a 20-minute meal period which is counted as time worked. Each on-the-job meal period that is not scheduled in advance but becomes necessary when it is not reasonably practical to provide a normal meal period must be authorized in writing by the supervisor.

Section 6. Rest Periods. Employees working six (6) hours or less will have one fifteen (15) minute rest period, employees working more than six (6) hours will have two (2) fifteen minute rest periods. Rest periods will be taken at a time designated by the supervisor and are considered time worked.

Rest periods will not be given the first hour or last hour of work, and will not be combined with the meal period.

Section 7. Minimum Hours. If an employee reports for work at the prescribed starting hour on a scheduled workday capable of working, but is prevented from performing his regularly assigned duties by circumstances beyond the employee's control, the Employer will make every reasonable attempt to keep the employee gainfully employed by assigning him to other duties. Employees sent home will receive at least two (2) hours pay.

Section 8. Incidental tasks that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, changing clothes, washing up, etc., are considered part of the job requirements within the established tour of duty. Employees will, consistent with workload requirements, maintain their work areas in a clean and orderly manner. Alleged inequities of such allowances may be resolved by discussion between the appropriate steward and the immediate supervisor.

Section 9. Alternative Work Schedules are appropriate for bargaining at the local level but will require final approval at the national level.

ARTICLE 12

OVERTIME

Section 1. Overtime will be administered in accordance with applicable law and this agreement. Overtime is defined as time worked by non-exempt employees in excess of forty (40) hours in any one work week or more than eight (8) hours during a work day except in cases where an employee participates in an Alternate Work Schedule (AWS) program. Unless unusual circumstances arise, overtime work should be scheduled and the employee notified in advance. An employee will not be required to work overtime without at least one day's notice, except in emergencies. On a voluntary basis, employees with management approval may work overtime without prior notice.

Section 2. Voluntary Overtime. When management determines overtime is necessary volunteers should be sought first within the work unit/area/department. If additional employees are needed, volunteers will be solicited from other work units/areas/departments. It will be considered misconduct when an associate who volunteered for an overtime assignment does not report as scheduled, unless previously excused by management. Preference in the assignment of voluntary overtime work at the end of the employee's shift will be given to the employee who has been performing the work during the shift.

Section 3. Mandatory Overtime. When there are an insufficient number of associates volunteering management may declare mandatory overtime. In order to alleviate the adverse effects on employees who are required to work mandatory overtime, the following arrangement will be applied:

a. The employer will make a reasonable effort to give employees at least 24 hours' notice. When mandatory overtime is required, employees of the affected work unit/area/department will be required to work. Employees will not normally be required to work more than two (2) hours overtime in any day after working their scheduled work hours.

b. An employee may request to be excused from mandatory overtime under the following procedures:

- 1) Submit a written and/or oral request through the employee's chain of command starting with the first line supervisor or designee. Request for excusal from an overtime assignment will not be unreasonably denied.
- 2) The employee may request Union Representation to present their request to be excused for overtime.

c. It will be considered misconduct when an associate who is scheduled to work overtime does not report, unless previously excused by management.

Section 4. Call Back. Employees required to perform work on a day outside their regular workweek, or who, because of call-back are required to make an extra trip to and from work on a scheduled workday, shall be paid a minimum of two (2) hours pay at the overtime rate or at the regular rate, as applicable.

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

Section 6. Overtime Allowances

- a. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call in the local area without cost to the employee. The local area is defined as within a radius of 50 miles. The phone call will not exceed three (3) minutes duration.
- b. When employees work four (4) hours beyond the end of the regular shift, the employee will be given an opportunity to obtain food.

ARTICLE 13

HOLIDAYS

Section 1. Eligible employees are entitled to receive Holiday Premium Pay in accordance with EOP 15-10 for these holidays:

- a. New Year's Day
- b. Martin Luther King Jr. Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day
- k. Any other day designated as a holiday by federal statute or Executive Order

Section 2. Regular Full Time and Regular Part Time employees in a pay and duty status and who are not required to work on the holiday shall receive pay for their regular scheduled hours at their regular hourly rate of pay. When work on a holiday is required, volunteers will be solicited prior to employees being mandated to work. Staffing during the holidays will be the least number of associates necessary to meet the minimum workload requirements.

Section 3. Regular Full Time and Regular Part Time employees assigned to regularly scheduled night work are entitled to shift differential pay on all days designated as holidays on which they are not required to work.

Section 4. The Employer will make reasonable efforts to grant annual leave to employees upon request for holidays not prescribed by law, associated with the religious faith of the employees. An employee having annual leave to his credit may apply in advance for leave and such leave shall be approved consistent with the operational requirements of AAFES.

Section 5. Employees can be rescheduled as necessary prior to holidays provided the requirements of Article 11 and 5 C.F.R 610.121 are met.

ARTICLE 14

LEAVE

Section 1.

a. Employees shall be granted leave provisions in accordance with the procedures outlined in EOP 15-10 and this agreement.

b. Employees are authorized FMLA, FEFFLA, Maternity, and Military Leave in accordance with EOP 15-10.

Section 2. Adverse Weather.

a. In the event of a base closure called by the Base Commander, due to adverse weather, the Employer will consult with the Command on the severity of conditions and the requirement to maintain certain services within its mission. 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 command releases personnel. The Union as well as all employees on duty will be notified immediately after the determination is made. Supervisors will attempt to notify employees scheduled to work who have not arrived. The Employer will insure updated information regarding closures is maintained through all sources available to communicate information to employees (i.e., Exchange Emergency Notification Website at the [Exchange portal site](#) at home.aafes.com, the "Rede" mobile device Application, Facebook, etc.).

b. When the Employer decides during working hours that activities must be curtailed due to inclement weather employees determined to be necessary to operate the facility by the Manager or designee may be required to remain on duty. Consideration will be given to the potential hazards of travel based on weather conditions in making the determination to retain or reassign employees. All other employees on duty will be administratively excused without charge to leave or loss of pay for the balance of that day.

c. When administrative excusal is authorized at the beginning of the shift, employees not necessary to operate AAFES facilities 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. If the curtailment of hours of the exchange extends beyond the initial 24-hour notice period, employees not required to work will be required to take unscheduled annual leave or leave without pay. When

an employee is unable to return to work immediately following the discontinuation of a closure due to unforeseen circumstances or emergency situations resulting from adverse weather conditions, he/she will notify the immediate supervisor of such conditions and may request annual leave, which will not be unreasonably denied.

d. The Agency may place employees on involuntary annual leave or involuntary leave without pay for seven (7) calendar days or less, and reduce employee regular scheduled workweek for four pay periods or less, when the action is caused by military necessity, adverse weather conditions, acts of God, or other events beyond the control of the Employer, provided 24 consecutive hour notice is given.

e. Acceptable means of notification of the 24 hour notice period include:

- 1) Telephone, and/or
- 2) Selected radio station announcements, and/or
- 3) Selected television station announcements.

In addition to announcements on selected radio and television stations, the Exchange Emergency Notification website will be updated so the employees having access can check the status of the facility. Employees may log in to the [Exchange portal site](http://home.aafes.com) at home.aafes.com from a non-AAFES computer and click on "Exchange Emergency Information" to monitor and obtain additional information on the status of the AAFES facility, or other sources listed in section 2.a. Employees without such access can rely on notification of changes from supervisors. Supervisors will maintain a call roster of bargaining unit employees for the purpose of notification during adverse conditions or any other emergency.

f. All employees are responsible for listening to the selected stations prior to normal reporting time for instructions. Employees notified that they must report to work are required to report to work as instructed.

g. Employees on annual leave, sick leave, or on a leave of absence will not be affected by the closure nor placed on administrative leave for any period covered by the previously approved annual or sick leave.

Section 3. Sick Leave.

a. The Employer and the Union agree that sick leave is intended to ensure against a loss of income when eligible employees are incapacitated by illness or injury. Sick leave is not intended to supplement the annual leave benefit. The Employer may periodically advise employees of the purpose of this provision and inform employees of the consequences of abuse of the sick leave benefit. The Employer recognizes that employees will not be disciplined for using sick leave for legitimate purposes however abuse of sick leave is considered misconduct.

Article 14 (continued)

b. Employees not reporting for work because of incapacitation for duty will furnish notice to the supervisor, or the supervisor's designee, by telephone or other appropriate means as soon as possible prior to the start of the Employee's shift but not later than two (2) hours

after the start of the duty day except where unusual circumstances preclude such advance notification. When any absence due to illness is less than 5 calendar days but extends from one workweek to another, the employee will notify his supervisor on the first workday of the following each workweek until his return to duty.

c. Although not eligible for sick leave under this Article, Intermittent employees not reporting for work because of illness must furnish notice to the supervisor or the supervisor's designee, no later than two (2) hours prior to the start of the employees shift.

d. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment except in emergency situations. The request must contain information as to the time and date of appointment. No additional information may be requested from the employee unless the provisions of Section 3.f. apply.

e. For Regular Full-Time and Regular Part-Time employees any absences of more than five (5) calendar days will be covered by Managed Disability procedures. For all other employees, when the employee's absence is for a period of more than three (3) workdays, the absence must be verified by presentation of a medical certificate. A medical certificate, to be acceptable, must be signed by a practicing physician, certifying the incapacitation, examination, or treatment, and must be submitted upon return to duty. On a nonrecurring basis the employee's signed statement should be acceptable in lieu of the medical certificate when it is unreasonable to require a medical certificate, except when the employee's ability to perform assigned duties is in question, abuse of sick leave is reasonably suspected, or the health of other employees may be affected.

f. In the event the Employer reasonably suspects abuse of sick leave privileges, the employee may be required to supply a certificate from a physician stating the reason for the absence. When such an abuse is reasonably suspected, the Employer will notify the employee that a physician's certificate will be required for each future absence. If the Employee fails to provide the certificate their sick leave will not be approved or paid, the absence will be notated on the attendance record, and disciplinary action may be taken. This requirement shall be reviewed at three (3) month intervals to determine whether or not a physician's certificate will continue to be required.

g. When an employee is unable to perform the full range of his duties because of temporary medical incapacity, but is not required to remain home, the Employer will make every reasonable effort to assign work to the employee commensurate with his qualifications and the medical incapacity. If meaningful limited duties cannot be assigned to the employee, the employee may take annual leave or sick leave. If all sick leave and annual leave has been exhausted the employee will be placed on Leave Without Pay. RFT/RPT employees absent from work more than five calendar days due to an injury/illness that is not work-related must have a return to work date provided by Managed Disability before being permitted to return to duty. Intermittent and temporary employees absent for three or more consecutive days due to an injury/illness not work-related should have a doctor's release before being returned to work. Employees who are not medically cleared to resume their full duties should be considered for light duty assignments if they are released with light-duty restrictions.

h. All employees' sick leave requests will be considered as personal, need-to-know information. Official sick leave records will also be maintained in this respect.

i. A pattern of unscheduled absences, either through the use of sick leave or LWOP negatively

impacts productivity and the efficient operation of the facility. These absences may be considered misconduct for which progressive disciplinary action could be taken. Unscheduled absences may be defined as the use of un-forecasted leave or the use of leave that was not requested and approved prior to the absence. This section refers to sick leave and LWOP.

Article 14 (continued)

Section 4. Annual Leave.

a. The employer agrees to grant annual leave to employees for the purposes of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements. Annual leave is normally requested and approved in advance, except when there is an unforeseen emergency. Approval of requests for annual leave for unforeseen emergency reasons will be considered as circumstances warrant. Whenever possible annual leave will be granted for the periods requested, however, the requirements of the Exchange take precedence.

b. It is agreed that no employee shall be called back from leave unless an emergency designated by the employer arises and no other qualified employee of that organizational element is available to perform the required duties. Once vacation has been scheduled, the Employer will not unreasonably deny such scheduled absence.

c. An annual leave request for periods of one or more weeks will normally be scheduled on a yearly basis. Employees will be provided the opportunity to submit their requests for annual leave in writing to their supervisors by 1 March. Supervisors, or designee, shall establish a leave schedule by 1 April providing each employee his first choice where workload and business requirements permit. In the event of a conflict in annual leave scheduling among employees, the supervisor, or designee, will consider workload and business requirements and the senior employee (based on service award base date) will be given first choice in the absence of determinable personal hardship. To ensure all eligible employees receive equal consideration for annual leave, a chart of scheduled leave will be maintained by the supervisor and employees will indicate their desire for leave on the chart. This does not preclude an employee from requesting leave on other dates or on short notice. However, requests on leave charts get preference for the periods requested. Subsequent conflict will not be resolved in favor of the senior employee if it results in the same employee again receiving preferential treatment. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change. When a supervisor finds it necessary to cancel previously scheduled leave, the reasons will be provided to the affected employee at least 30 days in advance of his anticipated annual leave, when practical.

ARTICLE 15

WAGE AND SALARY

Employee wages and salaries shall be managed in accordance with the provisions of EOP 15-10 and this article.

Section 1. Wage Surveys.

a. Wage surveys will be conducted in accordance with the provision of Public Law 92-392 and as implemented by directives of the Office of Personnel Management, the Department of Defense,

and the Department of Defense Wage and Salary Division. Wage surveys for Distribution Center employees will be conducted separately by data collection from businesses with comparable job functions (i.e. warehouse work). Upon request from the union, management will ask that the area of consideration be expanded.

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

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

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

Section 2. Pay Schedules.

a. Craft and Trades (CT) Bargaining Unit Employees will be paid in accordance with the wage schedules resulting from locality wage surveys.

b. Pay For Performance (NF level 1-2) Bargaining Unit Employees will be paid in accordance with the Pay Banding Schedule developed by DoD and as outlined in EOP 15-10, Managing Human Resources. Pay increases will not exceed the dollar amount applicable to the employee's pay band schedule.

c. The following percentages of base pay shall be added to base pay as incentives under the pay band program and will be effective the first day of the first full pay period after the annual salary review (performance appraisals):

<u>PER SCORE</u>	<u>% INCREASE</u>
Unsatisfactory	0%
Expected	2.5 - 3.5%
Extraordinary	4 - 6%

Section 3. Premium Pay.

Sunday Premium - All eligible employees, whose regular work schedule includes eight (8) hours or more, any part of which is on a Sunday, are entitled to be paid at the employee's rate of basic pay plus 25 percent premium pay for each hour of regularly scheduled work performed during that period of service but not in excess of eight (8) hours.

Shift differential - Employees are entitled to a shift differential in addition to their hourly (scheduled) rate-

a. Amounting to seven (7) and a 1/2 percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 1500 and 2400 hours, and

b. Amounting to ten (10) percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 2300 and 0800.

c. When authorized shift differential is payable for the entire shift. A majority of hours for purposes of this paragraph is a number of whole hours greater than one-half of the regularly scheduled (non-overtime) shift, to include meal breaks of one (1) hour or less. (For example, an employee must work five (5) hours of a scheduled 8-hour shift during the period covered by night differential to qualify for payment).

d. Shift differential will be included as a part of the rate of basic pay in the computation of overtime pay, holiday pay, Sunday premium pay, sick leave, vacation leave, and lump sum payments for vacation leave only.

e. Intermittent employees are entitled to shift differential if the majority of their regularly scheduled non-overtime work occurs during the periods stated above.

f. Eligibility and payment of night shift differential for MBP employees shall be in accordance with policies and procedures as provided in Exchange Operating Procedure 15-10 (An additional 10% of basic pay for non-overtime work performed on a regularly scheduled basis between 1800 and 0600 hours).

Section 4. Performance Incentive.

The following scale provide for an Annual Bonus for those employees who maintain at least an expected/satisfactory PER rating for the immediate year's PER rating period. The Annual Bonus will be paid the last paycheck in November each year the contract is in effect. Annual Bonus amounts will be determined for employees as described below by:

- a. Employment category: (RFT and RPT/INT)
- b. Pay classification: PFP-Pay for Performance
- c. Length of service

PFP

Category RPT/INT Year 2016 1-5 years = \$200 6-10 years = \$350 11+ years = \$500
Category RPT/INT Year 2017 1-5 years = \$150 6-10 years = \$262.50 11+ years = \$375
Category RPT/INT Year 2018 and beyond 1-5 years = \$100 6-10 years = \$175 11+ years = \$250
Category RFT Year 2016 1-5 years = \$300 6-10 years = \$450 11+ years = \$600
Category RFT Year 2017 1-5 years = \$225 6-10 years = \$37.50 11+ years = \$450
Category RFT Year 2018 and beyond 1-5 years = \$150 6-10 years = \$225 11+ years = \$300

d. NAGE bargaining unit employees will be eligible for any performance incentives offered by the Agency to all AAFES employees.

Section 5. The compensation system applicable to non-bargaining unit MBP employees that is in place at the time this Master Agreement is effective will be applied to bargaining unit MBP employees. Bargaining unit MBP employees will continue to receive periodic national and locality adjustments to their base hourly rates as authorized by DoD Wage and Salary Division.

**ARTICLE 16
IDEA PROGRAM**

Section 1. It is agreed mutually to support the AAFES Idea Program. The program is designed to encourage employees to participate in the task of improving the efficiency and economy of the Exchange Service operations. It is agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted suggestion or cost reduction idea should refer the matter to his immediate supervisor or designee who will in turn make every effort to resolve the problem.

Section 2. The Employer and the Union will encourage employees to discuss prospective suggestions with their immediate supervisor who may aid them in insuring that the suggestion is sufficiently described for evaluation.

Section 3. The Employer will make every reasonable effort to review suggestions expeditiously.

ARTICLE 17

TRAINING

Section 1. The Employer agrees to continue its training program for unit personnel consistent with the needs of the activity and within the limits of regulatory and budgetary requirements.

Section 2. Training policies and programs are established to assist employees in improving personal skills, develop employees to assume jobs of greater responsibility, and increase the efficiency of AAFES operations. Qualified employees, as selected by AAFES, will be given opportunities for personal development. Participation in and completion of training does not establish a right to promotion or reassignment to other jobs.

Section 3. Each employee shall receive consideration to participate in training consistent with his qualifications and work experience, course requirements, and the needs of the Employer.

Section 4. The Employer will publicize and post pertinent training available to employees

ARTICLE 18

JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. Employees will have access to their job descriptions. The phrase "other related duties as assigned," as used in a job description, means duties related to the basic job description. If it becomes necessary, in emergency or extenuating situations, to assign employees on a temporary basis to duties and jobs not reasonably related to the employee's job and grade allocation, the Employer agrees to effect such assignments on a nonrecurring basis.

Section 2. The Employer will assure that job descriptions are updated to reflect major changes in duty assignments. In cases where the Employer intends to begin a reclassification survey, the Employer will notify the Union as soon as practical before such actions are begun. Upon request, a personnel representative and the manager involved will meet with the designated Union representative to discuss the concerns of the employees in the organization scheduled to be surveyed.

Section 3. Job description and classification dispute:

a. Job description: Each employee in the unit shall be afforded the opportunity to discuss with the Employer his job description to determine if the employee is being required to work outside his job

description. Each such employee is entitled to Union representation or assistance in discussing these matters with the Employer.

b. Job Classification: The employee shall have the right to request a classification review as it relates to the official position he currently occupies, as shown on his job description. If after initial discussions, the employee is not satisfied, he may be accompanied by a Union representative in further discussion in an effort to resolve the problem.

1. A classification review may not be grieved when the employee is not reduced in grade or pay.
2. If the classification review results in the reduction of grade or pay, the employee may file a grievance in accordance with the negotiated grievance procedure beginning at step 1.

Section 4. Employees who feel that they are being worked outside their job descriptions will, nevertheless, carry out the instructions of their supervisors and then discuss the problem, as set forth in this Article.

ARTICLE 19 PERFORMANCE EVALUATION

Performance evaluations will be administered in accordance with the provisions of EOP 15-10 and this article.

Section 1. Performance Evaluation

- a. An employee's performance evaluation will be prepared by a supervisor having personal knowledge of the employee's performance for a minimum period of ninety (90) days. If the rating official is unavailable for 30 days or more or has not supervised the employee for at least 90 days the next line supervisor who has had the employee under their supervision for at least 90 days will act as the rater.
- b. The supervisor will discuss with the employee his/her performance rating prior to making it a part of the employee's record. A copy of the evaluation will be given to the employee.
- c. Any dispute over a Performance Evaluation Report shall be processed in accordance with the negotiated grievance procedure starting at the second step.
- d. All evaluations of performance will be made in a fair and objective manner. An employee's initials on an evaluation, where initialing is provided for, indicate only that the evaluation has been received, and do not indicate an employee's agreement with the evaluation.

Section 2. Counseling Supervisors will counsel employees regarding their overall performance on an as-needed basis for the purpose of recognizing or stimulating good performance. Upon request, an employee will be given a copy of a written record of counseling. An employee may present his disagreement with the counseling record to the supervisor orally or in writing. Written comments will be attached to and become part of the counseling record. Additional information on counseling procedures can be found in Article 3.

Section 3. Performance increases will be paid in accordance with Article 15, Wage and Salary.

Section 4. Correcting Performance Deficiencies.

- a. An employee whose performance is unsatisfactory will be provided written notice of the unsatisfactory performance setting forth the performance deficiencies. The employee will be placed on a Performance Improvement Plan (PIP) of at least thirty (30) but not more than ninety (90) calendar days to bring performance up to acceptable standards. During the performance improvement period the Employer will consider whether the employee must receive sufficient assistance in the form of training, if deemed appropriate, and on the job assistance to help the employee improve the performance deficiencies.
- b. At the conclusion of the performance improvement period, if the performance is less than satisfactory, the Agency will downgrade or separate the associate for unsatisfactory performance. If the performance is satisfactory, the associate will remain in his current position. Associates downgraded or separated for unsatisfactory performance will receive a seven (7) day advance notice period and a three (3) day reply period. The reply period may be extended upon written request and for good cause if received during the initial reply period.
- c. The employee may grieve the final decision in accordance with the negotiated grievance procedure.
- d. The procedure in Section 4 above applies only to this article.

ARTICLE 20

EMPLOYEE RECOGNITION

The Employee Recognition Program will be administered in accordance with the provisions of EOP 15-10 and this Article.

Section 1. The Employer, through publicity, personal contact, and other available means will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors will be urged to use awards as appropriate.

Section 2. The Union and the Employer mutually agree guidelines on how to recognize bargaining unit associates for awards will be in accordance with the criteria established by applicable regulations.

ARTICLE 21

FACILITIES AND EQUIPMENT

Section 1. Office Space and Confidentiality.

- a. At locations where there is a Union office available which is not provided by AAFES, employees and representatives will be permitted to utilize that office to conduct necessary representational functions, subject to the provisions for official time.
- b. At activity locations not covered by Section 1a above, the Employer will make appropriate private space available to the Union to conduct necessary representational functions and provide a two (2) drawer locking file cabinet.
- c.
- d. Notwithstanding other provisions of this Section, the Employer will make a reasonable effort to provide employees who wish to discuss a matter with their representative a confidential location to do so.

e. The Union will be permitted to use the telephone and fax machines for local calls. Computers normally available to AAFES associates (i.e. Learning Centers) may be used by the Union. Copy machines may be used by the Union provided the Union provides the paper.

Section 2. Bulletin Board Space.

a. Sufficient bulletin board space will be made available to the Union to effectively disseminate general interest information. The space will be located in the immediate vicinity where employee notices are normally posted. Standard bulletin boards are 2x3 feet however, sufficient bulletin board space is based on facility size and space, but space provided may not be less than that necessary to accommodate the posting of two 8 1/2 x 14 sheets of paper.

b. Only designated Union Representatives may post or remove material from the Union bulletin board space. Bulletin boards will not be located in customer contact areas. The Union will not knowingly post false or misleading material, or material that is indecent or scurrilous.

c. The Employer will immediately notify the Union when the Union's bulletin board does not follow the procedures in 2b above. If the Union does not correct or address the employers concerns the employer may suspend the Unions use of the bulletin board.

Section 3. Union use of Employer Facility.

a. At the written request of the Union, the Employer will provide the Union with use of space for meetings during non-duty hours when such space is available and within the control of the Employer. The Union agrees to request such space as soon as possible.

b. The parties recognize that it is in their mutual interest to facilitate the Union's organizing efforts by planning such events in advance. Such planning will advance the Employer's interests by minimizing disruption to the conduct of business. Therefore, the Union agrees to provide 30 calendar days' notice to the Employer, to cooperate in avoiding interruptions in work, and to avoid scheduling organizing activities during the holiday shopping season, annual inventory, or other major events. The Employer agrees to cooperate by providing reasonable access to bargaining unit employees in non-work areas during their non-work time. In implementing this accord, the following procedures will be followed:

- 1) Upon receipt by the General/Distribution/Human Resources Manager or designee of a written Union request at least 30 calendar days in advance of the first date space is required, the Employer will furnish a room, or a similar space, in the Main Exchange or other Exchange/Distribution Center building for the exclusive use of the Union that may be granted for up to three (3) hours per day, for up to three (3) consecutive days, if space is available. The Union's request will contain the specific dates and times the space is needed and the names of the Union representatives to be present. The Employer will confirm available arrangements, no less than five (5) working days following receipt of the Union's request.

(a) If no suitable room or space exists, the Union will be provided a reasonable number of tables and chairs in the Main Exchange or other Exchange/Distribution Center building break room for the use of the Union. In such case the Union agrees to limit the number of representatives and their activities so that the activities of employees who choose not to participate in the organizing effort will not be disrupted.

(b) It is understood that Union-furnished pre-prepared food and drinks are permitted, and that the Union will observe all applicable safety and health regulations and clean up after each day's session and restore the room to its previous condition and arrangement.

(c) Union representatives will enter the facilities via employee entrances shortly before the scheduled sessions and depart at the same location after the scheduled activity is concluded. Upon arrival they will announce their presence to the appropriate management official.

Article 21 (continued)

- 2) Access to the employee parking areas of Exchange/Distribution Center facilities other than the Main Exchange will be granted for up to the agreed upon days as outlined in 3b(1), or other space by mutual agreement of the parties, for days and times by mutual consent. In such cases, written notice will be provided the General/Distribution/Human Resources Manager or designee.
- 3) After times and dates have been confirmed, the Union will be permitted to distribute informational leaflets and flyers in accordance with Section 4 of this Article, and place a supply of them in employee break areas.
- 4) It is agreed that all AAFES employees who are conducting, attending, or otherwise participating in organizing activities described above must do so in a non-duty status.

Section 4. The distribution of Union literature to Unit employees may be done during the non-work time of the employees who distribute the material. It is understood that reading the literature by Unit employees is to be done in the same manner and under no greater restraints than the Employer imposes on other literature distributed by other groups and organizations in the workplace. For purposes of this Article, meal time and break times are considered non-work time. Material will not be distributed in, or removed to, customer contact areas. The Union agrees that it will not knowingly distribute material which contains false, misleading, scurrilous, or indecent information.

Section 5. Until such time that it is no longer feasible, existing written agreements identifying a Union parking space, within management's control, will be continued. Appropriate notification will be given if parking can no longer be provided.

Section 6. After official time and permission to use a copy machine has been granted by the appropriate Management Official, the Union representative can produce a reasonable number of copies necessary for the Union to process correspondence required by the contract and the law for representational purposes.

ARTICLE 22

UNIFORMS AND ATTIRE

Section 1. The Employer will apply the same standard attire to all employees, regardless of the position or gender. The standard to be applied is: employees will report to work each work day wearing clean attire, similar in kind to that worn by employees in a comparable position in retail operations. If the Employer establishes a means of performing work which includes additional

attire requirements for certain customer contact areas, the Employer will furnish such clothing.

Section 2. Customer Contact Associates.

- a. All customer contact employees will be required to wear the “AAFES shirt” containing the AAFES logo and either black or khaki colored pants or skirt. Employees in the Outdoor Living department may wear jeans or shorts. AAFES will initially provide all customer contact associates two polo shirts. After six months associates will be provided an additional polo shirt.
- b. In the event an associate, through no fault or negligence of their own, damages or loses one or more polo shirts, then AAFES agrees to replace the shirt as soon as possible at no cost to the associates.
- c. All customer-contact personnel will wear an official AAFES name tag while on duty, and will be furnished by the Employer. Replacement name tags will be furnished by the Employer at no cost to the employee unless loss or damage is due to employee negligence.
- d. Brown or black shoes are not mandatory, but are recommended colors. Associates must wear a belt that should match the shoes. Belts may not be worn with large belt buckles.
- e. Male associates are required to wear their polo shirts tucked into their pants. When working outside in warm to hot weather, male associates may wear their shirts outside their pants. Female associates may wear their shirts outside their pants.
- f. All collars on polo shirts will be worn down. No associate may wear two shirts where the collars are stacked - the only shirt that can be worn under the blue polo is a white or black long sleeve shirt and that shirt is to be tucked in for ALL associates.

Section 3. Food Service Associates.

Food service employees are authorized and will be provided a sufficient number of uniforms to perform the duties and responsibilities of the position. Part-time and intermittent employees will be furnished a minimum of two uniforms and full-time employees will be furnished a minimum of five uniforms. Uniforms of like color and style will be worn within the same food facility. When the franchisors update their uniforms the Employer will provide the new uniform items to the affected associates to wear.

ARTICLE 23

CONTRACTING OUT

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

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

Section 3. The Employer agrees, upon written request, to meet and negotiate with the Union on the impact of contracting out work.

ARTICLE 24
REDUCTION-IN-FORCE

Procedures for Reductions in Force will be administered in accordance with EOP 15-10 and this Agreement.

Section 1. Reduction-in-force as used herein is defined as the Employer's action to reduce the number of occupied positions within the bargaining unit requiring the use of reduction-in-force (RIF) procedures set forth in this Article and EOP 15-10. The Parties have fully negotiated the impact and implementation of any and all future reduction-in-force actions which may occur during the life of this Agreement. This Article contains all of the specific arrangements agreed to by the Parties.

Section 2.

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

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

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

Section 3. In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to implement the following actions:

a. Initiate a hiring freeze on new employees, where appropriate. Curtail conversion of temporary employees to regular employees.

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

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

Section 4: Affected employees will be furnished the necessary official time, along with their Union Representative, to review their OPF's. In the event an employee does challenge the score and prevails the RIF roster will be revised accordingly. In the event that the employee relies on any information which is not contained in his/her OPF, the burden of producing supporting documentation shall rest with the employee.

Section 5. Regular full-time (RFT) and regular part-time (RPT) employees shall be given sixty (60) calendar days' notice of downgrade, or separation. Intermittent employees shall be given seven (7) calendar days' notice of downgrade, or separation. The notice will include the action to be taken, the effective date, and salary retention information.

Section 6. The Parties agree to the following arrangements for employees affected by RIF:

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

b. The Employer will conduct two seminars during working hours for all affected employees regarding benefits available to them, including reinstatement eligibility, the AAFES Group Insurance Continuation Program, the Portability Act, severance pay, pay retention, unemployment compensation, and information on any other outplacement assistance available under the terms of this agreement. The Employer will contact the appropriate State Unemployment Office and request that a representative of that agency attend the seminars to brief affected employees on procedures to be followed in filing unemployment benefit claims, as well as any outplacement services available. A designated Union Representative will be invited to attend these seminars. The seminars will be conducted no later than one week prior to the effective date of the RIF.

Article 24 (continued)

c. A Job Information bulletin board will be created. A committee, composed of one representative each from the Employer and the Union, will contact local employers to obtain information on job availability of interest to affected employees. Any other information which would be beneficial to affected employees in job search efforts will be posted on these bulletin boards.

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

e. The Employer will contact the local Unemployment Office within one week of release of advance notices to advise that agency of the number and type (by job) of affected employees to be separated. The Employer will assist affected employees in the preparation of resumes. The Employer will invite a representative of the local Unemployment Office to visit the AAFES activity conducting the RIF to interview affected employees.

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

g. The Employer agrees that it has an obligation to provide support and assistance to any employee, separated due to RIF, for the duration of his/her reinstatement eligibility period. If employees indicate, prior to separation, an interest in position availability at a specific AAFES location, the Employer agrees to obtain information on position vacancies at that location, and to take other appropriate action to assist the employee in obtaining AAFES employment at that location.

h. Eligible employees separated due to RIF will receive Severance Pay in accordance with EOP 15-10. The Employer agrees that severance pay will be paid in a lump sum to affected employees two weeks following the final pay check.

i. The Employer agrees that accrued Annual Leave balances will be paid in a lump sum on employees' final pay checks. Payment of employees' retirement contribution will also be paid on final pay checks to those employees with less than three (3) years participation in the Retirement Plan. Employees with more than three (3) years participation in the Retirement Plan may elect to have their retirement contributions paid out in a deferred annuity as prescribed in the AAFES Retirement Plan.

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

k. Employees who have been identified for separation due to RIF will be allowed Administrative Leave in increments of no less than two (2) hours, for scheduled interviews, provided the employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.

Section 7. Base closure procedures will be in accordance with BRAC guidance.

ARTICLE 25 PROMOTIONS

The filling of vacancies and promotions within the Exchange will be administered in accordance with the provisions of EOP 15-10 and this article.

Section 1. Promotions are based upon performance, potential, length of NAFI service, in that order. Management positions will be filled through the career management process.

Section 2. Posting of jobs.

a. The Employer agrees to post notices of position vacancies, other than entry level positions, within each individual exchange or distribution center within the bargaining unit. The term "Exchange" is defined to include its satellites. The notices will remain posted for a period of not less than five (5) calendar days. The procedure for manual job postings will expire six months from the date of DoD approval of this collective bargaining agreement. To transition from the manual to automated process the employer agrees to

b. Conduct training for current AAFES associates on accessing on-line job vacancy announcements at the end of the six month period. The employer will notify the Union locally of the effective date that jobs will no longer be posted.

c. If an employee desires to see a copy of the applicable job description, they may do so upon request to the Human Resources Manager or the President of the local Union.

Section 3. Job referral.

It is the policy of the Employer, where possible, to promote employees from within, based on the above criteria. Up to five (5) qualified applicants from among the unit employees will be referred for consideration for selection if available. All candidates responding to the job posting will be notified of the final action on their application. The Employer will not refer outside applicants for interview when there are 5 qualified in-house applicants

Section 4. Pre-selection of a promotion candidate is inconsistent with AAFES promotion policy. The Employer agrees that no individual shall be selected or notified of selection until proper procedures have been followed.

ARTICLE 26

DETAILS, LATERAL TRANSFERS, AND TEMPORARY PROMOTIONS

Section 1. Local lateral transfers.

A local lateral transfer is a change in assignment involving a change in worksite within the local Exchange, with no change in grade, level/tier, or band, and no reduction in compensation. Selection of employees for lateral transfers is exempt from the competitive selection procedures and may be made at the discretion of the employer.

Section 2. Details.

a. A detail is a temporary assignment of an employee to a position other than the one he/she is officially assigned to at a higher, equal, or lower grade than the employee's personal grade, for a specific period of time as indicated in Section 3a, upon the completion of which the employee returns to his permanent position.

b. 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 not exceed one pay period. Details will not be used in lieu of other appropriate personnel actions such as recruitment, promotion, or transfer.

c. Selections of employees for detail assignments should be made on a fair and impartial basis, to the extent possible. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and timely terminated.

d. Non-competitive details will normally be made from among qualified employees within the immediate organizational element concerned. This does not limit management's right to consider employees from outside the organization element to obtain a qualified employee for the assignment.

Section 3. Temporary Promotions.

a. An employee temporarily assigned to a higher-graded position with a higher rate of pay for more than one pay period will be temporarily promoted and will receive the higher rate of pay no later than the second (2nd) pay period coincident with or immediately following the first day of assignment. Selection of employees for temporary promotion is exempt from the competitive selection procedures required for a regular promotion.

b. The Employer, in order to maintain a high degree of efficiency and morale, shall normally fill positions through a regular appointment. The Employer may temporarily promote employees in accordance with the provisions of EOP 15-10. The Union recognizes that situations out of the ordinary may occur which may cause the guidelines in this section to be extended beyond the timeframes in EOP 15-10. The Employer will notify the Union in cases where the guidelines in this section require extending.

ARTICLE 27

RETIREMENT

Section 1. All regular full-time civilian employees who are citizens, non-citizen nationals or permanent residents of the United States are required to participate in the Retirement Plan. All regular part-time employees, if otherwise eligible, will participate in the plan if they are converted to regular full-time employment positions.

Section 2. Each eligible employee will have access to an on-line written summarized description of the Retirement Plan.

Section 3. Employees who have questions regarding the retirement plan may call the Human Resources Support Center in Dallas, TX for assistance.

ARTICLE 28

GROUP INSURANCE PLAN

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

Section 2. The Employer will make a reasonable effort to educate and inform employees of the benefits of the DoD NAF Health Insurance Plan.

Section 3. The DoD NAF Health Insurance booklet will be made available on-line.

Section 4. Eligible employees will be informed of open enrollment and cancellation periods. Strict time limitations exist when applying for enrollment or changes to the insurance program.

Section 5. Employees who have questions regarding the group insurance plan may call the Human Resources Support Center in Dallas, Texas for assistance.

ARTICLE 29

SAFETY AND HEALTH

Section 1. The Union agrees to vigorously support AAFES safety and health programs through encouragement of employees to conscientiously abide by established safety rules, regulations and directives. An employee should report any known hazardous conditions or procedures to his supervisor. The Employer will provide training or indoctrination to employees regarding hazards associated with the performance of their duties. When an employee believes he is being required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question, the employee shall refer the matter to his supervisor. The supervisor will promptly make an evaluation of the working conditions and take necessary actions to protect employees from a potentially unhealthy work environment, if any. If the matter is not satisfactorily resolved, it will be referred to the local designated AAFES Loss Prevention official for review.

Section 2. When required, the employer will arrange for transportation to an appropriate medical facility for injured or stricken employees. The employee will be responsible for any transportation charges unless the injury is determined to be work related.

Section 3. Food activity branch managers, supervisors, and employees will insure that at all times the highest health standards and personal hygiene are maintained.

Section 4. The Employer shall authorize administrative leave or reassign affected employees when there is inadequate heat in the building in the winter or when the air conditioner is out of order in the summer and such conditions are determined to be detrimental to employee health.

Section 5. Whenever a certified health and safety official determines that, based on inspection, conditions or practices in any place of employment are imminently dangerous to health, the official in charge and the employees will be informed. Immediate abatement action will be taken and employees not involved in the abatement of the condition will be withdrawn. Employees will only be returned to the place of employment after the conditions have been remedied or eliminated.

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

Section 7. All employees injured on the job, are required to file an accident report. The employer will process all accident reports in accordance with applicable AAFES policies.

Section 8. The Employer will advise employees that, after three (3) days' continuous workers' compensation absence, the employee will be placed in LWOP status and will receive workers' compensation benefits. Employees will then be responsible for paying their regular payments to maintain their benefits (e.g., group insurance, retirement, etc.), and will be so advised by the Employer. Employees will also have the option of using their sick/annual leave to supplement workers' compensation benefits by receiving the difference between their base salary and workers' compensation benefits converted to sick/vacation leave hours (in such cases, normal payroll deductions will continue to be made from sick/annual

leave payments).

Section 9. Each Local shall be permitted to have at least one representative on Employer established OSHA committees.

Article 24 (continued)

Section 10. Recognizing the dangers of second-hand smoke, the Parties hereby agree to prohibit smoking in Employer facilities and Employer owned, leased or rented vehicles. The Employer shall provide smoking areas that are reasonably protected from the elements.

Section 11. Employees assigned to work in Exchange or distribution facilities who are required to wear safety shoes will be reimbursed for an amount Not To Exceed \$100/year for the purchase of the shoes. The shoes shall be worn for work purposes only. The protective footwear must meet the requirements of ASTM International Standards.

Section 12.

a. Employees will not be required to divulge personally identifiable information to the public under circumstances where there is reason to think harassment or physical abuse would result. In keeping with this principle, employees may use first names only on badges when they have experienced or reasonably could expect harassment or abuse by using the employee's actual surname. When such situations exist, the employee will report the circumstances to the senior management official in the facility. The official will render a decision based on the facts.

b. The Employer will maintain, at all times, a means of reporting situations which appear threatening to employees.

c. Security measures will be taken to protect employees who transport Employer money. Any employee who is directed to transport Employer property in his own privately owned vehicle may decline to do so. Any employee who transports Employer property in his own privately owned vehicle is entitled to, and will be given, reimbursement of costs due under appropriate regulations.

Section 13.

a. The provisions of 29 C.F.R. 1910.178 will be followed with respect to use of forklifts and other powered industrial trucks.

b. Due to the possibility of serious injury or death, if at any time a powered industrial truck is found to be in need of repair, defective, or in any way unsafe, the truck shall be taken out of service until it has been restored to safe operating conditions.

c. Industrial trucks shall be examined at the beginning of each shift and shall not be placed in service if the examination shows any condition adversely affecting the safety of the truck.

d. Some of the unsafe conditions warranting taking an industrial truck out of use are: leak in the fuel system, clogged muffler parts, flaming or sparking exhaust system, or engine temperature in excess of normal operating temperature.

e. All personal protective equipment shall be approved for use under OSHA standards, shall be fitted to the person who will use it, and should have necessary features to provide protection from the condition it is intended to shield; e.g., strength, chemical resistance, etc.

f. All areas will be adequately and evenly lighted so as to minimize eye strain and hazards due to poor lighting.

g. If the Code of Federal Regulations reference changes and there are any conflicts with paragraphs b-f above, the updated law takes precedence over these paragraphs.

ARTICLE 30 LEAVE SHARING

Regular Full-Time and Regular Part-Time employees may apply for annual leave sharing when a medical emergency arises and all accrued annual and sick leave have been exhausted. The Parties agree that annual leave sharing shall be administered as set forth in this Article.

Section 1. An employee affected by a medical emergency and who wants to apply for annual leave sharing must submit a written request to the Principal Management Official. If the employee is not able to make the request on his or her own behalf, a third party may make the written application. The request will contain the employee's name, facility number, number of hours anticipated necessary, and the reason for the request, to include a brief description of the medical emergency. Certification of the medical emergency may be required at the discretion of the Principal Management Official. The request will be acted upon within two (2) work days.

Section 2. Upon approval of the request, the Human Resources Manager or designee will solicit voluntary donations of annual leave from other Regular Full-Time and Regular Part-Time co-workers assigned to the employee's exchange. In so doing, personal or sensitive information will be protected as much as possible. If the employee's request is disapproved, the employee will be notified with the reason for denial and offered a second opportunity for reconsideration upon submission of additional information.

Section 3. This program is strictly voluntary on the part of all employees. Requestors have no guarantee of receiving any shared annual leave. Employees cannot be required to donate any annual leave. Donors of leave shall specify the exact number of hours to be transferred. Transfers of leave are made on an hour-for-hour basis. The number of hours volunteered cannot exceed the donor's current annual leave balance as of the date of the donation. The number of hours transferred shall not exceed the number of hours anticipated necessary by the requestor. The donation of leave must be made in writing to the Principal Management Official. Once completed, leave transfer shall not be reversed.

Section 4. In the application and interpretation of this Article, the term "medical emergency" shall be defined as a medical condition of the employee or a family member of such employee that is likely to require a prolonged absence from duty of the employee, resulting in a substantial loss of income because of the unavailability of paid leave. Prolonged absence from duty means at least one pay period. Any serious illness of a family member that would require the employee to be out at least one pay period would qualify as a medical emergency. Any medical leave approved by Managed Disability which would require the employee to be out at least one pay period would qualify as a medical emergency. Time off for elective surgery does not qualify as a medical emergency.

ARTICLE 31
ADMINISTRATIVE LEAVE

Section 1. Regular full-time and regular part-time employees are entitled to administrative leave. Administrative leave will be approved for the reasons set out in Section 2 below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his regular assigned duties.

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

a. Death of a family member. Up to five (5) days of administrative leave is authorized for a death in the associate's immediate family or household including:

- 1) Spouse
- 2) Children (including adopted and step children)
- 3) Parents and step parents of the associate or spouse
- 4) Parents in loco parentis of the associate or spouse.
- 5) Sisters and brothers of the associate or spouse (including adopted and step siblings)
- 6) Grandparents of the associate or spouse
- 7) Grandchildren of the associate or spouse
- 8) Any other relative of the associate or spouse who has been living with the associate as a member of the household.

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

c. Employer/Installation sponsored blood drives for which the employee is donating blood and not being paid, a maximum of four (4) hours may be granted.

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

e. Serving on a jury or as a witness. Any fee received for other than transportation and allowance will be turned over to AAFES, except to the extent the fee exceeds the employee's base salary and except to the extent that the fee is for service during hours when the employee is not regularly scheduled to work.

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

g. Acts of God, military necessity, or other events beyond the control of AAFES management in accordance with EOP 15-10, and for adverse weather conditions in accordance with the provisions of Article 14 of this Agreement.

h. Death of fellow employee. Operational requirements permitting, up to four (4) hours shall be granted to attend funeral services.

i. Religious services conducted on the host installation for which the host command authorizes administrative leave (excused absence). Operational requirements permitting up to two (2) hours shall be granted by the general manager.

ARTICLE 32

FOOD FACILITY EMPLOYEE MEAL ALLOWANCE

Food associates assigned to a food facility will receive a meal allowance in accordance with the provisions of EOP 25-4.

ARTICLE 33

DISCIPLINARY ACTIONS

Section 1. Both parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations. Before taking a disciplinary action against an associate, the official with the authority to take the action should consider factors such as; determining the facts, examining the evidence, and considering any mitigating circumstances. Disciplinary actions will only be taken for just cause. Disciplinary actions will usually be initiated within fifteen (15) calendar days of the incident prompting the action, or from when the PMO became aware of the incident, or from the conclusion of an investigation.

Section 2. Authorized disciplinary actions are:

- a. Written Reprimand
- b. Suspension up to (30) calendar days
- c. Disciplinary downgrade, and
- d. Separation for cause

Section 3. The employee will be given an opportunity to be represented by the Union during any examination by a representative of the Employer in conjunction with an investigation if:

- a. The employee reasonably believes that disciplinary action may result from the examination, and
- b. The employee requests representation

Section 4. A Union Representative is not required during performance counseling sessions or during the presentation of an advance notice if no investigation is taking place. Although Union representation is not required in these instances; an employee may request the presence of a Union representative. If the employee is providing answers to investigatory questions they may request a Union Representative.

Section 5. Disciplinary actions will be initiated only after preliminary investigation or inquiry indicates that such action may be appropriate. If such action is initiated, the employee will be given advance notice in writing.

Section 6. Advance notice and reply periods for disciplinary actions are as follows. Advance notice periods begin from the date the employee received the advance notice. The below time limits may be extended upon written request.

<u>Advance Notice Disciplinary Action</u>	<u>Minimum</u>	<u>Reply Period</u>
Written Reprimand	NA.....	NA
Separation for Cause <i>(with Employer charges of Dishonesty or workplace Violence)</i>	7 calendar days	5 calendar days
Suspension of 30 Calendar days or less	10 calendar days	5 calendar days
Disciplinary Downgrade	30 calendar days	15 calendar days
Separation for Cause <i>(without Employer charges of Dishonesty or workplace violence)</i>	30 calendar days (7 calendar days for INT)	15 calendar days (5 calendar days for INT)

Section 7. The employee will be advised in writing of the specific disciplinary action being considered and the proposed effective date. The advance notice will state in detail the reasons for the proposed action with enough information (dates, places, events and names) to ensure the employee understands the reasons for the proposed action and to allow the employee an opportunity to respond. The reasons for the proposed action will be clearly stated and will advise the employee of the right to reply to the proposed action either orally, in writing, or both within the reply period stated above.

Section 8. The employee will be advised of the right to Union representation under the following circumstances:

- a. By written entry within the letter of reprimand, in the case of a written reprimand
- b. By written entry within the written advance notice, in the case of suspension, disciplinary downgrade or separation

Section 9. Any reply will be given full consideration by management before a final notice of the decision is issued. If the proposed action is rescinded, all records pertaining to it will be removed from the employee's personnel records and destroyed. If the proposed disciplinary action is taken, or a less severe disciplinary action is imposed, the employee will be provided the written final

decision. The final decision will also contain an advisement that the negotiated grievance procedure is the sole procedure available to the employee for seeking relief from the disciplinary action taken.

The employer agrees to furnish a duplicate copy of all proposed disciplinary action to the employee which will include the heading:

This copy may be furnished to your exclusive representative, National Association of Government Employees

Section 10. Notations of disciplinary actions on the employee's communication records will be reviewed periodically and will be obliterated after two (2) years, if there are no other entries for a similar or worse infraction. Unfavorable counseling entries will be reviewed periodically and may be removed at any time, but not later than one (1) year from the last similar incident.

Section 11. The parties agree that in some cases management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law, management will furnish data which is normally maintained by management in the regular course of business and which is reasonably available and necessary for the full and proper discussion, understanding and/or negotiation of subjects within the scope of collective bargaining and representation of employees.

**ARTICLE 34
NEGOTIATED GRIEVANCE PROCEDURE**

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

Section 2. Definition - A grievance 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 a collective bargaining agreement, or
 - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that the following matters shall be outside the scope of any grievance procedure:
 - 1) Political activities;
 - 2) Retirement, life insurance, or health insurance, except as otherwise provided for in this agreement;
 - 3) A suspension or removal for national security reasons;

- 4) Any examination, certification or appointment relating to initial employment;
- 5) The classification of any position which does not result in the reduction in grade or pay of an employee;
- 6) Bona-fide voluntary actions on the part of the employee;
- 7) Separation during probation except for cause;
- 8) Non-selection for promotion from a group of properly ranked and certified associates;
- 9) Allegations of mismanagement;
- 10) Wage, salary, or commission rates and schedules; except as otherwise provided in this Agreement;
- 11) Equal Employment Opportunity complaints;
- 12) Separation upon expiration of agreed period of temporary employment
- 13) Actions directed by DoD, Department of Air Force, Department of the Army, or other Federal Agencies;
- 14) Termination of a temporary promotion if the employee is returned to the grade from which promoted or to a grade higher than the grade from which the employee was temporarily promoted.
- 15) Separation for disqualification when the employee no longer meets or possesses the qualifications for the position.

Section 3. The Parties agree that the Union may, in its own behalf or on the behalf of any bargaining unit employee, present and process grievances. The Parties agree that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration, which may be invoked by either the Union or management. All disputes of grievability or arbitrability may be referred to arbitration as threshold issues.

Article 34 (continued)

Section 4. A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare, and present a grievance. However, no overtime will be paid to any such employee or Union representative to accomplish these functions. An employee and/or Union representative desiring official time for either of the foregoing purposes shall inform his immediate supervisor, if available, or the next higher level supervisor available, of the reason for absence from the job site, the anticipated duration of the absence, and obtain the supervisor's permission before leaving the job site.

Section 5. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union will call the employees together and have them select one of the grievances for processing. All grievants will be identified on the grievance

selected for processing. The decision made on the grievance selected for processing will be applicable to all grievants identified.

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

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

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

Section 9. Grievances may be initiated by employees, either singly or jointly, or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure. However, unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

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

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

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

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

Step 3. If the employee or the Union representative is not satisfied with the decision of the branch/activity manager or designee, the employee or Union representative may, within seven (7) calendar days, submit the grievance in writing, to the Principal Management Official or designated management representative. The Principal Management Official or designated management representative shall review the grievance and render a decision within seven (7) calendar days from receipt of the formal grievance. The designated management official with principal management official authority is the final decision of the Employer.

Article 34 (continued)

Section 12. If the designated management official, in any step of the grievance procedure, is the Principal Management Official, the grievance shall be deemed a Step 3 grievance and shall follow the process set forth in Step 3. The Principal Management Official is the employer's final decision in all grievances before they are submitted for arbitration.

Section 13. Employer grievances shall be filed in writing with the President of the Union. Union grievances shall be filed in writing with the third step management official. Grievances between AAFES Headquarters and the NAGE National Office shall be filed with the respective designated representatives. The grievance shall specify the basis for the grievance and the corrective action sought. Employer/Union grievances must be filed within fifteen (15) calendar days of the event or occurrence or the date the party became aware of the event or occurrence which led to the grievance. Written decisions will be issued within fifteen (15) calendar days of receipt of the grievance.

Section 14. Grievances not resolved under this Article may be referred to arbitration in accordance with the provisions of the "Arbitration" Article.

Section 15. Satisfactory and above PERs are not arbitrable under the following conditions:

- a. The overall evaluation rating does not change from the previous year; or
- b. The rating official has communicated to the employee during the rating period that their performance has declined and has informed the associate on actions to improve their performance; or
- c. The rating official did not evaluate the associates performance during the last rating cycle and it is foreseen that the PER score will be lower than the previous year, the rating official will communicate to the associate on the steps they can do to improve their PER score.

ARTICLE 35 ARBITRATION

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

Section 2. Within ten (10) calendar days after the request for arbitration is received, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators.

a. The moving party will be responsible for paying the filing fee up front when submitting the R-43 Form to the FMCS, in return for a Panel of Arbitrators.

b. The parties agree that should the matter be resolved in settlement, the parties will split the filing fee charge evenly by having the opposing party remit half of the fee to the moving party within fifteen (15) calendar days from the date of the settlement.

c. The parties further agree that in the event the moving party prevails in arbitration, the opposing party will be required to remit the full filing fee to the moving party within fifteen (15) calendar days of receiving the arbitrator's award. Should the opposing party prevail in arbitration; the moving party will remain responsible for the filing fee.

d. Within fifteen (15) calendar days of receipt of the list, the parties shall select an arbitrator from the list by mutual agreement or by alternately striking names.

e. After selection of an arbitrator, the moving Party shall, within fifteen (15) calendar days, notify the FMCS of the arbitrator selection. A copy of the correspondence shall be mailed concurrently to the respondent.

f. A prompt hearing date shall be scheduled by mutual agreement of the Parties. However, where either party refuses to agree to set a date, the arbitrator shall be empowered to set a hearing date. Either party may request a change in the date of the hearing up to fifteen (15) calendar days prior to the established hearing date. The party requesting such change shall bear any cancellation fee or other such charges levied by the arbitrator. The new date selected must be agreed upon by both parties before the arbitrator is contacted for that new date.

Section 3. Arbitrability issues must be raised in writing to the party invoking arbitration within fifteen (15) calendar days of the scheduled arbitration date.

Section 4. 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 5. The grievant and/or the Union representative, if an employee of the Army and Air Force Exchange Service, shall be given a reasonable amount of official time to present the grievance if otherwise in an active duty status. At least fifteen (15) days prior to the hearing the Parties will exchange witness lists and will request the arbitrator to resolve any disputes concerning the necessity of witnesses. The Union witnesses shall be scheduled so that they can attend the arbitration hearing so long as it will not interfere with workload requirements. The number of witnesses summoned at any one time shall be limited to the number who can be spared from their duties based on work requirement. Each witness will return to work upon release by the arbitrator. Each party shall bear the expense of its own witnesses who are not employed by the Exchange Service.

Section 6. The arbitrator shall submit his decision to the Employer and the Union representative, as soon as possible. The decision of the arbitrator is final and binding, except that either party may appeal the award pursuant to Title 5, U.S. Code.

Section 7. The cost related to arbitration will be apportioned as follows:

- a. The arbitrator's costs and expenses shall be split equally between the Parties.
- b. If one party requests a transcript, the total cost of such will be borne by the party requesting it. If both parties request a transcript, the total cost will be shared equally.
- c. All costs attendant to obtaining a location for the arbitration proceedings shall be borne by management.

ARTICLE 36

ALCOHOLISM AND DRUG ABUSE PROGRAM

Section 1. AAFES is a drug free workplace employer. To obtain help for drug and alcohol abuse, the Employee Assistance Program is available as outlined in EOP 15-10.

Section 2. Successful rehabilitation of an employee who has an alcohol or drug abuse problem which affects his job performance requires a high degree of employee motivation. The Union and the Employer can best assist the employee by combining their resources to stimulate the employee's motivation.

Section 3. The Union, because of its relationship with unit employees, can offer guidance and support to employees and improve employee confidence in rehabilitation programs.

Section 4. The Employer and the Union recognize the importance of early identification and rehabilitation of cases of alcoholism or drug abuse which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a potential alcohol or drug abuse problem by referring the employee to the Employee Assistance Program, military or community resources for consultation, treatment, and rehabilitation as available. The employee's motivation toward rehabilitation should be enhanced by his clear understanding that failure to correct the problem may lead to disciplinary or adverse actions for unsatisfactory job performance.

Section 5. Supervisors have the right and responsibility to discuss job performance and/or conduct with an employee in a counseling session or corrective interview. In the context of this article, the focus of corrective interviews or employee-supervisory counseling sessions is on issues of job performance or conduct rather than diagnosis or judgments of alcoholism or other drug abuse.

Section 6. When, based on a supervisor's observation or an employee's performance, interview or counseling, it appears that referral for an alcohol or drug problem is appropriate, the Union will encourage the employee to respond positively to the referral. The assistance may include joint discussions between the supervisor, employee, and steward where mutually deemed appropriate.

Section 7. When an employee is medically diagnosed as having an alcohol or drug abuse problem, and requests sick leave in accordance with this collective bargaining agreement sick leave shall be granted for attendance at a certified program of treatment and rehabilitation. If an associate does not have sick leave then leave without pay will be granted for attendance at a certified program of treatment and rehabilitation. For the purposes of this section, an employee may substitute annual leave for approved sick leave.

Section 8. The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken regarding job performance deficiencies.

Section 9. Records created in relation to an employee's alcohol or drug problems will be regarded as confidential. Such official records will be made available on a strict need-to-know basis only.

Section 10. An employee may seek assistance and counsel on alcohol or drug problems without fear of jeopardizing their job.

Section 11. If a training program for supervisory personnel in referral skills and early identification of work performance problems which may be alcohol or drug related becomes available, Union officials may be permitted to participate.

ARTICLE 37

TECHNOLOGICAL DEVELOPMENTS

The Employer and the Union recognize that technological developments add to the efficiency and productivity of the agency. Such changes require the cooperation of the parties in the development of the employee skills and the orderly introduction of new equipment and new processes. It shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees. For those employees who have access to the AAFES intranet, the Employer may meet requirements to post, present or publicize information to employees by use of the AAFES intranet in lieu of providing a hard copy.

ARTICLE 38

UNIT MEMBERSHIP LISTS

Section 1. Upon the Local President's written request, but not more frequently than twice each year, the Employer will furnish the Local a data processing run-off of all Local unit members' names, work locations, job titles, and grades.

Section 2. Within thirty (30) days of the effective date of this Agreement and thereafter each year on the anniversary date of this Agreement, the Employer will provide the Union National Office a listing, by local, of each unit members' name, job category and worksite mailing address.

ARTICLE 39

DISTRIBUTION OF AGREEMENT

Section 1. The Employer agrees to make the agreement available to all employees online.

Section 2. The Employer will provide the NAGE Representative a copy of the signed agreement electronically in an MS Word document and a PDF file.

Section 3. The Employer and the Union agree that training on the revisions to the collective bargaining agreement will be made available in LEX for supervisors and employees within 90 days of the effective date. Documentation of the training will be maintained electronically. The Union and Management will mutually agree on the content of the training.

Section 4. The Union shall make every reasonable effort to ensure that its representatives and agents are completely familiar with and comply with the provisions of this Master Agreement. The Union will provide training on the revisions to its Union Representatives and use the same training material referenced in Section 3. Documentation of the Union training will be maintained by the Union.

ARTICLE 40 DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect for a period of three (3) years from the date signed by the parties and shall automatically renew itself from year to year thereafter, subject to limitations established by law, unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other between the 105th and 60th day prior to the date of expiration. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice between the 105th and 60th day prior to the date of expiration of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of the Agreement. The renegotiation request will be in writing. This Agreement shall terminate at any time it is determined the Union loses entitlement to exclusive recognition under applicable law.

Section 2. Normally, within thirty (30) calendar days after either party receives a timely renegotiation request, representatives of the Union and the Employer will meet and begin to renegotiate the Agreement. If a challenge to the Union's status as exclusive representative has been filed by a rival union, the Union and the Employer will not meet and begin to renegotiate the Agreement as long as the challenge remains unresolved. If the incumbent Union remains the exclusive representative for employees in the units upon disposition of the challenge, representatives of the Union and the Employer will meet and begin to renegotiate the Agreement as soon as possible after being informed of the outcome of the challenge.

Section 3. It is agreed that at any time this Agreement may be reopened to modify, add, or delete clauses and articles as may become necessary due to the change of laws and regulations or policy directives issued by higher authority that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party, at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

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

Section 5. The majority status of the Union is neither subject to renewal nor challenge by another employee organization except between the 105th and 60th day (the challenge period) period prior to

any termination of the Agreement under the provisions of Section 1 above or the terminal date of the Agreement.

Section 6. Any amendments to this Agreement will become effective on the date of approval and will remain effective concurrent with the basic Agreement. If an amendment has not been approved or disapproved within thirty (30) days from the date of its execution by the parties, it shall go into effect without the required approval of the head of the agency and shall be binding on the parties, subject to the provisions of the law and the regulations of appropriate authorities outside the agency.

/// END ///

APPENDIX A

Consolidate List of NAGE Bargaining Unit Locations

Fort Myer, Fort McNair (Military District of Washington, D.C.)	R4-51
Langley Air Force Base, Virginia	R4-69
Fort Belvoir, Virginia	R4-86
Fort Eustis, Virginia	R4-114
Dan Daniel Distribution Center, Newport News, Virginia	R4-117
Barksdale Air Force Base, Louisiana	R5-10
Dobbins Air Force Base	R5-120
Fort Benning, Georgia	R5-135
Fort Bragg, North Carolina	R5-160
Fort Polk, Louisiana	R5-169
Seymour Johnson Air Force Base, North Carolina	R5-188
Fort Sill, Oklahoma	R8-1
Vandenberg Air Force Base, California	R12-10
Dugway Proving Ground, Dugway, Utah	R14-9
Fort Bliss, Texas	R14-22
Holloman Air Force Base/White Sands Missile Range, New Mexico	R14-23
Fort Leonard Wood, Missouri	R14-32