

Master Agreement

**Between the
Army and Air Force Exchange Service
And the
American Federation of Government
Employees
Worldwide Consolidated Bargaining Unit**

2017

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ARTICLE 1

DEFINITIONS

Section 1. MASTER AGREEMENT: The authorized controlling document from the level of recognition that governs the Unit, and is binding on the Union (American Federation of Government Employees, its representatives and/or agents at the National and subordinate levels) and on the Agency (Army and Air Force Exchange Service, its representatives and/or agents at its Headquarters and subordinate levels).

Section 2. LOCAL BARGAINING UNIT: When the term "Local Bargaining Unit" or "Local Union" is used in the Master Agreement, it shall refer to and mean the originally or subsequently certified Bargaining Unit comprised of employees at a particular locale or organizational entity which became and is now part or may become a part of the Unit.

Section 3. PRINCIPAL MANAGEMENT OFFICIAL (PMO): 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).

SECTION 4. SPOKESPERSON:

- A. **UNION SPOKESPERSON:** That person designated in writing by AFGE to act as Spokesperson in conducting the affairs of the Unit, as determined by the National Office of AFGE. The Union Spokesperson at the local level shall be that person designated, in writing, by the National Office of AFGE.
- B. **AGENCY SPOKESPERSON:** That person designated by the Agency to act as Spokesperson in conducting the affairs of the Unit (hereinafter referred to as "Spokesperson").

Section 5. MASCULINE-FEMININE REFERENCES: Means that in construing and interpreting the language of this Master Agreement, reference to the masculine, such as "he," "him" and "his" shall include reference to the feminine.

Section 6. BASIC REGULATIONS: AR 215-8/AFI 34-211(I), Army and Air Force Exchange Operations and EOP 15-10, Managing Human Resources.

Section 7. OPERATIONAL NEED: When the term operational need is used throughout this Agreement, it will be construed to mean, an event which would cause Management to avoid or seek to waive a contractual obligation for operational reasons. However, the event must be extraordinary, of short duration and related to the provision in question.

Section 8: PROBATIONARY PERIOD:

- A. It is understood by all parties to this master agreement that regular full-time (RFT), regular part-time (RPT) and intermittent (INT) category bargaining unit employees will serve an initial probationary period of 182 calendar days from the date of hire or rehire with the Agency. Temporary employees (whether full-time or part-time) who are converted to RFT, RPT, or INT status will begin their 182 calendar day probationary period upon the date of such conversion.
- B. The probationary period for Pay Band (PB) employees will be 1 year from the date of hire, or rehire, regardless of category.

Section 9. SUPPLEMENTAL AGREEMENT: An agreement negotiated locally under the authority of, and involving subjects cited by, the Master Agreement. Such an agreement shall be applicable to one or more local activities as specified in the terms of the Supplemental Agreement.

Section 10. FORMAL MEETING: 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 conditions of employment; or a communication between an employee and supervisor which meets the criteria of 5 U.S.C. §7114(a)(2). Staff meetings where such matters as general work direction, special events, and other similar matters are discussed, but not including changes to general conditions of employment or grievances, are not formal meetings for purposes of this Section.

ARTICLE 2

RECOGNITION AND UNIT DESIGNATION

Section 1. The Agency recognizes that the Union is the exclusive representative of all employees in the Unit described in Appendix A of this Agreement, and any subsequent certifications clarifying the Unit. Employees covered by the Agreement:

Included: All RFT, RPT and INT regularly scheduled, INT on call, and INT casual employees, and temporary employees employed continuously for more than 180 day, including off-duty military personnel in any of the forgoing categories.

Excluded: Temporary employees employed continuously for 180 days or less; management trainees, exchange detectives and security employees; not guards or watchman; professional employees, management officials, supervisors and employees described in 5 U.S.C. §7112(b) (2) (3) (4) (6) and (7).

Also excluded: All employees in CONUS Region, The Office of the General Counsel, Loss Prevention, Audit Division, Executive Office and military personnel assigned as a military duty.

Section 2. The Parties agree that unless otherwise indicated in an individual Article or Section, all provisions of this contract apply to Pay Band (PB) members of the Bargaining Unit.

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

Section 1. In the administration of matters covered by this Master Agreement and the Unit described in Parties to the Agreement and Article 2 (Recognition and Unit Designation), the Parties and employees will be governed by applicable federal laws; applicable government-wide regulations; and Agency policies, procedures, and practices in existence at the time this Agreement is approved and which are not otherwise in conflict with this Agreement.

Section 2. All matters within the scope of bargaining have been negotiated and agreed upon by the Parties and the following articles constitute the entire Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Agency and the Union. During the term of this Agreement, there shall be no change in Agency regulations or policies on matters within the scope of negotiations without notice to the Union and providing the Union with the opportunity to bargain the impact and implementation.

Section 3. This Agreement may be reopened at any time as may become necessary due to changes of existing regulations, policies, laws, the Act, or the introduction and implementation of new policies, laws or Executive Orders.

Section 4. When policies such as the agency's EOPs are referenced they are listed as examples, as some portions may not conform to law, rule, or regulation, making some of the content non-negotiable. In

any case, the specific procedures in this agreement will comply with all current laws, rules and regulations at the time they are executed. For example, whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. In this example, it is agreed that the Agency retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 4

SUPPLEMENTAL AGREEMENTS

Section 1. This Master Agreement shall be the controlling collective bargaining agreement between the Parties. In the event any Supplemental Agreement, locally negotiated Memorandum of Agreement/Understanding (MOA/MOU) or past practice conflicts with this Master Agreement, the provisions of the Master Agreement shall prevail.

Section 2. Supplemental Agreements under this Master Agreement are local agreements on subjects authorized in this article of the Master Agreement and applicable to one or more activities.

Section 3. One Supplemental Agreement may be negotiated during the life of the Master Agreement. When a new Supplemental Agreement becomes effective, the previous (existing) Supplemental Agreement expires, and MOAs/MOUs that interpret an expired Supplemental Agreement cease to exist. It may include only items from this list:

1. Office space, Local and/or Council.
 2. Bulletin board space.
 3. Parking; employee, local Union, and Council.
 4. Formation of various committees.
 5. Scheduling meal and rest periods.
 6. Onboarding.
 7. Adverse weather administrative procedures.
 8. Health and Safety.
 9. Flexible work schedules, compressed workweeks and resulting overtime effect.
 10. Any items that is included in a Supplemental Agreement negotiated under the previous Master Agreements.
- A. Notwithstanding the above, the Parties agree that wages and/or benefits shall not be appropriate for local supplemental bargaining. In addition, with the exception of local bargaining units with 260 or more bargaining unit employees, block official time shall not be appropriate for local supplemental bargaining. The determination of eligibility to bargain over block official time shall be made as of the number of RFT and RPT Bargaining Unit employees as of July 15 each year.
- B. Supplemental Agreements in effect on the date of this Master Agreement remain in effect until renegotiated, except that ANY provision conflicting with the Master Agreement ceases to be

operative on the date of the Master Agreement. Negotiation of Supplemental Agreements will proceed as follows:

1. Ground rules will be negotiated upon the request of either party to negotiate or renegotiate, a Supplemental Agreement.
 2. Upon completion of the negotiations, including appropriate dispute resolution procedures, the agreement will be approved by representatives of the Local Parties to which the agreement is applicable, subject to any ratification procedure.
 3. The approved agreement will be mailed simultaneously to the offices of the Union's and Agency's National level of recognition.
 4. Either party may disapprove provisions at the level of recognition, but only:
 - i. For violation of the Master Agreement. Upon receipt of disapproved provisions of a Local Agreement, the Parties at the National level will attempt to reconcile the disapproval and resolve the dispute. If after 30 calendar days following receipt a dispute remains unresolved, it will be subject to Article 43 (Arbitration). For this purpose, the time limit to invoke arbitration will begin at the expiration of the 30-day reconciliation period.
 - ii. For conflict with applicable law or regulation pursuant to Part 2424 of the Rules of the Federal Labor Relations Authority (FLRA).
 5. The Supplemental Agreement will become effective on the date approved at the level of recognition, or 30 days after the simultaneous mailing (whichever is earlier), except that provisions specifically disapproved by either party will not take effect until, and unless, they are subsequently resolved in accordance with this Article.
- C. The above provisions are not intended to limit mid-term bargaining in any form, including MOAs/MOUs.

ARTICLE 5

MID-TERM NEGOTIATIONS

Section 1. Where a change to conditions of employment is initiated by the Exchange Headquarters notice of the change will be provided by the Agency Spokesperson to the National Union Spokesperson. The National Union Spokesperson, or his designee, may demand bargaining on the proposed change. The Council will provide the Agency with negotiable proposals to the proposed change(s) in working conditions within 7 days of receipt of the proposed change (s). Concurrence of the Union shall be presumed if a timely demand to bargain and negotiable proposals are not received by the Agency within the 7 days, and the proposed change may be implemented. The Parties agree that once bargaining at the National level is completed, bargaining on the change below the Headquarters level is not allowed.

Section 2. When a change to conditions of employment is initiated below the Exchange Headquarters level that affects a Local Bargaining Unit, notice of such change will be given by Local Management and bargaining will take place at the local level. A request to bargain must be accompanied by proposals and will be made by the Local Union within 7 calendar days after receipt of the notice. Concurrence of the Union shall be presumed if a timely demand to bargain is not received, and the proposed change may be implemented.

Section 3. Ground rules will be negotiated prior to engaging in mid-term bargaining.

Section 4. Notice of proposed changes, as provided in this Master Agreement, will include all available necessary and relevant information on the matter. If the Union requires additional information, such requests must be submitted by the close of business on the third calendar day after receipt of notice of the change. The deadline for submission of negotiable proposals will be stayed until the Agency responds to the request. Should timely negotiable proposals be received, except by mutual agreement, the Parties shall commence negotiations no later than 7 calendar days following receipt of the proposals. Failure to commence timely negotiations shall be deemed concurrence with the change. Agreement to extend will not be unreasonably withheld.

Section 5. All Mid-Term Agreement(s) will be reduced to writing and shall be enforceable under the negotiated grievance procedure.

Section 6. In the event of a dispute as to the level of a duty to bargain over a change in conditions of employment, the Parties agree to refer the matter to the primary representatives at the level of recognition. If the dispute cannot be resolved within 14 calendar days, the Parties reserve their rights under applicable law and collective bargaining agreement, consistent with this Article. It is understood, however, that such referral will be done to determine the level of bargaining, as determined by the scope of the proposed change. Disputes over whether the proposed change would give rise to a duty to bargain at all and disputes over negotiability of a proposal do not fall within this Section.

Section 7. This agreement may be reopened at the mid-term in the agreement (18 months after the effective date) as follows:

- A. Either party may request mid-term negotiations.
- B. The party requesting mid-term negotiations must provide written notice to the other party no more than 60, nor less than 30, calendar days prior to the mid-term.
- C. The notice shall contain the number and title of the articles(s) to be reopened and the proposed changes.
- D. Each party may reopen up to four (4) Articles and propose one (1) additional Article not previously negotiated.

ARTICLE 6

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The sections below are derived from 5 USC Chapter 71, and are summarized here for the convenience of all Parties. In the event of any inconsistency or conflict between this Article and Chapter 71, Chapter 71 controls.

Section 1. The Agency, having recognized the Union as the exclusive representative of the employees in the Unit, and the Union accept their responsibility to operate their respective interests in a manner that prohibits discrimination with respect to grievances, personnel policies, practices, procedures, labor organization membership, and other matters affecting morale and general working conditions, of said employees in the Unit. To this end, the Agency and the Union agree to treat all employees in the Unit fairly and equitably.

Section 2. The Union agrees that it shall remind its officers and stewards at least annually that solicitation of Union membership and/or dues, and other internal Union business, shall not be conducted during the paid work hours of employees concerned.

Section 3. Both Parties recognize the necessity for time limits with respect to certain of their responsibilities and obligations. However, such time limits may be extended by mutual agreement of the Parties. If an employee or representative cannot be released for a valid work-related reason at the time of a request for representational assistance, the event to which the assistance applies will be postponed until the release(s) can occur. The delay will be no more than 48 hours from the time of the initial request.

Section 4. The Parties recognize and agree that all employees must adhere to the applicable standards of conduct, consistent with existing applicable laws, rules, and regulations.

Section 5. The Parties agree that it is the responsibility and obligation of the Agency to at least annually advise employees of their right to representation pursuant to 5 U.S.C. §7114.

Section 6. The Parties agree to cooperate in efforts which will improve the Agency's business and employees' conditions of employment. Such efforts as are jointly suggested or undertaken shall be the exclusive means for employee participation in total quality management, work environment improvement, or similarly structured programs.

Section 7. The Parties, having recognized the stated goals of the Federal Labor Relations Authority (FLRA) to promote creative resolution of unfair labor practice (ULP) charges, agree that when a ULP charge is filed, the charging party will simultaneously provide an explanation of the charges which will be discussed by the Parties in good faith efforts at resolution. The charging party will notify the FLRA of such arrangements and request that the matter be held in abeyance until the Parties exhaust efforts under this Section. The Parties will strive to informally resolve the issues causing the charges.

Section 8. When the Union considers such action not to be adverse to its interests, it agrees to notify Management prior to discussing matters affecting personnel policies or practices, conditions of employment, and complaints or grievances affecting bargaining unit members prior to taking the matter to any outside source.

Section 9. Data requests under §7114 of the Federal Labor-Management Relations Statute [Statute] shall be made by the duly designated Union official, or designees, within the jurisdiction of each local or at the national/worldwide level, or designee, to the Principal Management Official or other designated Management official. Data will only be requested when necessary to represent bargaining unit employees under the obligations of the exclusive recognition. Normally, the request shall be in writing. In any case, the request will contain sufficient information in detail so that Management may determine the relevance and necessity of the data, under current FLRA and court interpretation and precedent. Duplicate data requests will not be filed by the National or Local Union, or by multiple Union representatives. The Union has not waived any rights in obtaining data from the Agency as provided at §7114 of the Federal Labor-Management Relations Statute [Statute].

Section 10. 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.

ARTICLE 7

MANAGEMENT RIGHTS

The sections below are derived from 5 U.S.C. Chapter 71, and are summarized here for the convenience of all parties. In the event of any inconsistency or conflict between this Article and Chapter 71, Chapter 71 controls.

Section 1.

- A. In accordance with the Civil Service Reform Act, Public Law 95-454, nothing in this Agreement shall affect the authority of Management, subject to subsection B of this Article:
1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and
 2. In accordance with applicable laws –
 - a. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - c. With respect to filling positions, to make selections for appointments from –
 - i. Among properly ranked and certified candidates for promotion; or
 - ii. Any other appropriate source; and
 - iii. To take whatever actions may be necessary to carry out the Agency mission during emergencies.
- B. Nothing in this section shall preclude any Agency and any labor organization from negotiating -
1. At the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. Procedures which Management officials of the Agency will observe in exercising any authority under this section; or
 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials.

ARTICLE 8

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Agency will withhold and promptly remit dues to the Union at the level of recognition whenever standard form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, or its equivalent, has been signed. For the purpose of this

agreement, the term “dues” shall have the same meaning as in 5 U.S.C. §7103(s) (5), Definitions; application, which states “dues” means dues, fees, and assessments. Withholding of dues shall be withheld from the biweekly pay of Unit employees.

Section 2. Dues:

- A. The Union shall submit the SF1187, “Request for Payroll Deductions for Labor Organization Dues” to the Human Resources Support Center (HRSC) via e-mail at POPSHELP2@aafes.com or via fax to 214-465-2134 for processing in a timely manner. Deduction of dues will begin no later than the first full pay period after receipt by the HRSC of the properly executed SF1187.
- B. The revocation procedures, which are contained on the SF1187, shall be explained to the employee by the Union.
- C. Employees who wish to stop paying Union dues will submit an SF1188, “Cancellation of Payroll Deductions for Labor Organization Dues.” The employee must have been a dues paying member of the local for one year and must submit the form no earlier than 30 days before and no later than the anniversary date. The effective date of the signed SF1187 is considered the anniversary date. To submit an SF1188, the employee will obtain the SF1188 from the Local Union, fill out the form, and return it to the Union office for verification and signature. The Union office will then forward the form to the HRSC via e-mail at POPSHELP2@aafes.com or via fax to 214-465-2134 for processing to be effective no earlier than the beginning of the first full pay period after the anniversary date.
- D. Amounts withheld will be according to the amounts specified by the Local Union of which the employee is a member.
- E. The Agency agrees that employees may use the direct deposit program for deposits to Union benefits programs such as supplemental insurance, dental insurance, and other plans.
- F. The Agency will not unilaterally transfer the dues payment of one Union local to another Union local. The Union reserves the right, through its internal organization, procedures, and operations to transfer memberships within its own organization. The employees in the same local and payroll facility shall continue dues deductions when transferred within the local.

Section 3. Changes in the amount of regular dues may not be made more frequently than once every 12 months upon receipt of a certification from the Union's treasurer. Such changes will be effective no later than 60 calendar days after receipt of the notification. Notification will be submitted to the Agency, ATTN: Labor Relations Office, Dallas, Texas.

Section 4. The Agency will make the remittance for amounts withheld biweekly. This remittance will be an ACH transfer for the net balance of dues withheld. The ACH transfer will be made to the President, American Federation of Government Employees, AFGE National Office, 80 F Street, N.W., Washington, D.C. 20001. Union Dues Deduction Report containing the following will be sent to the address above:

- A. Identification of the Local Union employee organization;
- B. Payroll period;
- C. Exchange name or number;
- D. Names of the employees and amount deducted; and
- E. Names of employees from whom deductions have no longer been made and the reason therefore (i.e., LWOP, revocation of allotment, separation, transfer, etc.).

Section 5. A copy of the Union Dues Deduction Register, presently known as PCN PBR0039 or its equivalent, shall be forwarded electronically by the Agency bi-weekly to the Union Council President's office. After notification of any errors or mistakes, the Agency shall make the necessary corrections as soon as possible, not to exceed a 30 calendar day period.

ARTICLE 9

UNION RIGHTS AND REPRESENTATION

Section 1. The Union, as the exclusive representative of employees in the Unit, is entitled to act for and to negotiate agreements covering all employees in the Unit, and is responsible for representing the interests of all such employees. The Union is responsible for insuring that employees in the Unit understand their rights and obligations under this Agreement, and furnishing current employees a copy of this Agreement. The Agency agrees to make copies of this Agreement available to all new bargaining unit employees during Onboarding.

Section 2. The Agency will recognize the designated Union Representatives and their assigned responsibilities. Each Local Union affected by this Master Agreement will, upon the Agency's request, supply a list of its current officers, stewards and representatives. The Union will be permitted to appoint a reasonable number of stewards and shall utilize on-site representatives where possible. In the absence of an on-site representative in such cases, the Agency agrees to recognize any duly authorized representative of AFGE and any time associated with representational duties will be official time.

Section 3. The Agency will recognize National Union Officials. The Union shall provide an advance notice to the Chief, Labor Relations for the Exchange of visits to be made by National Union Officials to the Exchange Headquarters or any other bargaining unit location.

Section 4. The Union has the exclusive right to represent employees in accordance with 5 U.S.C. §7114 (a) (2) (A). The Union will have the right to be notified prior to any formal meeting with bargaining unit employees, and will be provided with a reasonable opportunity to be present.

Section 5. Requests for Official Time: It is agreed by the Parties that Union Representatives shall use official time prudently. It is further agreed that Union Representatives have the obligation to request official time, and that supervisors have the obligation to respect such requests, and grant official time in accordance with this Master Agreement.

- A. A Local Union Representative, when desiring to perform representational duties during working hours, shall first inform his immediate supervisor of the:
 - 1. Nature of the representational function. It is agreed that there is no obligation for the Union representative to provide the supervisor with the name of the grievant; however, sufficient information will be provided in order for the supervisor to make an informed determination of whether such representational activity is authorized by this Master Agreement.
 - 2. Estimated amount of time required.
 - 3. Location and telephone number of the representational function.
- B. Based upon the necessary work to be performed, and the information provided by the representative, the immediate supervisor will:
 - 1. Release the representative; or

2. Release the representative, but may adjust the length of time the representative has requested and/or delay the release based solely upon necessary workload requirements. However, in no instance will the release be delayed longer than specified in Article 6 Section 3. As used in the subsection, the term adjusted shall mean finding the appropriate circumstances for when the time can be taken and shall not apply to limiting the length of time needed. However, Union representatives are expected to project and request only that amount of official time absolutely necessary to accomplish their representational duties.
- C. Such representative will physically report back to his supervisor upon expiration of the official time authorized by subsection B. above, unless the time approved will extend to, or exceed, the end of the workday, and the representative informs the supervisor that such is the case.
- D. 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. The release of that employee will be accomplished as described in subsections B. and C. above.
- E. 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.
- F. Local Management may maintain a record of official time used for representational duties.

ARTICLE 9 (Cont.)

Section 6. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Master Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Master Agreement, the Act, or applicable regulation. Management agrees to direct employees to the Union when a complaint or concern is expressed that is not resolved by Management.

Section 7. The Agency agrees to grant:

- A. 60 hours of official time per AFGE location per contract year for Union sponsored training. This time is excluding statutorily guaranteed time associated with wage data collection training. Local Unions will be responsible for requesting this time at least 2 weeks prior to the scheduled training, and providing the local PMO with the Union sponsored training agenda.
- B. A bank of 500 hours per contract year to be jointly administered by the Union's designated spokesperson at the national level and the Exchange Labor Relations Office.
- C. Upon mutual agreement of the Parties, joint contract training of local Union and Management officials may be performed. Such requests shall be submitted to the appropriate local Management or Union official.

Section 8. Solicitation of Union membership and dues, and other internal Union business, shall not be appropriate for the use of official time. It is further agreed that time to prepare for, or attend ULP hearings for which they are responsible shall be appropriate for official time under this agreement.

Section 9. Three employees from the Unit, to be designated by the Union, shall be granted official time on an ongoing basis for the term of this Master Agreement. Two employees shall be granted 100% official time, and one shall be granted 50% official time and 50% Leave Without Pay (LWOP). Two of the above employees, to be designated by the Union, will be assigned on an ongoing basis for the term of this Master Agreement to handle Unit matters at the Agency's Headquarters in Dallas, Texas. The Union shall advise the Labor Relations Office which of the two will serve as the spokesperson and authorized agent for

the worldwide Unit in Dallas, Texas. The Union assures the Agency that the Unit Spokesperson, or temporary designee, will be available at the Agency's Dallas, Texas office to conduct national level, day-to-day business of the Unit. The Union has the right to delegate, to other representatives, a particular task; however, such delegation must be in writing describing the task, and may not be further delegated unless the representative becomes physically or mentally incapacitated, or is no longer a representative of the Union.

Section 10. The Agency agrees to grant 50% official time to one Unit employee representative and 25% official time to two Unit employee representatives as designated by the Union. Such designation to be in writing to the Chief, Labor Relations Branch within 60 calendar days of the effective date of this Master Agreement.

Section 11. Representatives of the Union will be provided reasonable and necessary access to Unit employees. After Union representatives properly identify themselves to the appropriate Local Management Official and obtain permission to enter the Exchange facility, they will be provided reasonable and necessary access to Unit employees for representational purposes. Union representatives will notify the Agency prior to entering Agency-controlled facilities to contact Unit employees. Entry will be through the main entrance only, except as otherwise specifically authorized by the Agency. The Agency 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 Agency representative to such area to contact an employee, or the employee will be permitted to leave the restricted area to meet with the Union representative in a timely manner, subject to Section 5 of this Article.

ARTICLE 10

FACILITIES AND SERVICES

Section 1. Office Space and Confidentiality.

- A. At locations where there is a Union office available which is not provided by the Agency, employees and representatives will be permitted to utilize that office to conduct necessary representational functions, subject to the provisions of Article 9, Section 5 (Union Rights and Representation) .
- B. At activity locations not covered by a. above, the Agency will make space available to the Union to conduct necessary representational functions. Provision for amount, location, and type of space is appropriate for bargaining at the local level.
- C. Notwithstanding other provisions of this Section, on a case-by-case basis, the Agency will make a reasonable effort to provide employees who wish to discuss a matter with their representative a confidential location to do so.

Section 2. Bulletin Board Space.

- A. Bulletin board space will be made available to the Union to effectively disseminate general interest information at each work location. The space will be located in the immediate vicinity where employee notices are normally posted. Space of at least 2 feet x 3 feet in size will be provided at each facility. Additional bulletin board space and its locations are appropriate subjects for bargaining at the local level.
- 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.

Section 3. The Agency agrees to furnish the Union Spokesperson with a copy of each regulation, EOPs, and any other special publication as may be identified from time to time by the Union Business Agent. Updates and changes in the foregoing documents will be provided to the Union Business Agent in a timely manner by the Agency.

Section 4. Union use of Agency facilities:

- A. At the request of the Union, the Agency 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 Agency. 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 Agency's interests by minimizing disruption to the conduct of business. Therefore, the Union agrees to provide ten calendar day notice to the Agency, to cooperate in avoiding interruptions in work, and to avoid scheduling organizing activities during the Christmas shopping season, annual inventory, or other major events. The Agency 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 Manager of a written Union request at least ten calendar days in advance of the first date space is required, the Agency will furnish a room, or a similar space, in the Main Exchange or other Exchange building for the exclusive use of the Union for up to three hours per day, for up to three consecutive days, if such 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 Agency will confirm available arrangements as soon as possible 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 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 food and drinks are permitted, and that the Union will 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 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 in accordance with Article 9, Section 11.
 2. Access to the employee parking areas of Exchange facilities other than the Main Exchange will be granted for up to three consecutive days, 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 Manager as provided in Section 4. B above.
 3. After times and dates have been confirmed, the Union will be permitted to distribute informational leaflets and flyers in accordance with Section 5 of this Article, and place a supply of them in employee break areas.
 4. It is agreed that all Exchange employees conducting, attending, or otherwise participating in organizing activities described above must do so in a non-duty status.

ARTICLE 10 (Cont.)

Section 5. 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 Agency 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 6. During onboarding of all new Unit employees, a Union representative will be allowed fifteen minutes to inform the new employees about the Union. The Union representative will be allowed to distribute Union literature, provide names and phone numbers of Union representatives and answer any questions the new hires may have about the Union. If the Union's time is scheduled immediately prior to an authorized lunch period it will occur immediately prior to the end of onboarding.

Section 7. In locations where public address or video systems are in normal operation, the Union will be permitted to use the system to announce Union meetings. Such announcements will be brief and informational rather than discursive. The PA announcement will not be made when it would expose customers of the Agency to the announcement in locations which involve public contact operations.

Section 8. At locations where a Council office is presently furnished by the Agency, the office will meet professional standards and have a minimum of two rooms. The Agency will provide office equipment to include: phone, FAX, electricity, air and heat, access to restroom facilities, and any other matters pertaining to this office will be negotiated at the individual local area.

ARTICLE 11

COMMUNICATION

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

Section 2. It is mutually recognized by the Agency and the Union that courtesy, respect, decency and dignity are important ingredients in all working relationships. The Agency and the Union mutually pledge their efforts to see that working relationships in all matters are conducted in a manner that is consistent with these principles.

Section 3. Upon request by the Council, the Agency agrees to provide the Council with a list of the names, job titles, pay grades, category, work site, and date of hire of all employees in the Union, in spreadsheet format, each even month within 10 business days.

Section 4. Upon request from the Council, but no more than 4 times per year, the Agency will allow the employees to receive Council mailings at the work site. The Agency will allow the Council to send these mailings through the Agency internal mail distribution system. A proof copy of the material will be provided to the Agency for review one week prior to the planned mailing. Any material will not knowingly contain false or misleading information, or contain other material inappropriate for transmission through the mail. The provisions of this Section apply only to mailings by the Council at the national level of recognition.

Section 5. Bargaining unit employees who have been excused from all duties and approved for 100% official time, or 50% official time and 50% LWOP, in order to conduct Union representation duties will be

provided access to a PC, or Web Based Terminal (WBT) in order to complete approved Computer Based Training, or other similar courses.

ARTICLE 12

EMPLOYEE RIGHTS

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

Section 2. The Agency agrees that in the treatment of employees, all provisions of this Master Agreement and the provisions of applicable laws, executive orders and regulations shall be applied fairly and equitably with due regard for each employee's personal dignity and privacy. It is recognized that employees shall have access to all rights, privileges and protection that are afforded by applicable law, regulation and this Master Agreement and that the exercise of such rights by the employee as part of the established employee and Agency -relations program applicable to the Unit, will not adversely reflect on the employee.

Section 3. While employees are encouraged to voluntarily support recognized charities, no employee will be required or coerced to contribute and no discrimination or reprisal will be taken for failure to so contribute. In any case, confidentiality of an employee's decision shall be respected. Nothing in this Section will prohibit employees from taking up collections for other Agency employees, provided such collections are nominal in value.

Section 4. An employee will be permitted to contact his Union Representative during work hours to request representation under this Master Agreement as follows:

- A. The employee will notify the supervisor in advance that the employee wishes to exercise this right and the supervisor will make a determination whether the employee can be released based on the workload.
- B. The employee will be informed of the supervisor's determination within 30 minutes of the request.
- C. If the supervisor cannot release the employee, the supervisor will, as soon as possible, give the employee a "time and date certain" when the release can be accomplished. Any delay in releasing the employee will be in accordance with Article 6, Section 3. If an employee's release is delayed, events to which the need for assistance applies, will also be postponed.

Section 5. The Agency agrees that it will not knowingly direct or require an employee to take an action that would violate this Master Agreement or a law, statute, regulation, or executive order applicable to the Agency.

Section 6. Where an employee is the subject of a security investigation conducted by the Agency, upon completion of the investigation, or that portion of the investigation involving the employee, the employee is entitled to receive, upon request, all documentation pertaining to that investigation which concerns that employee. Portions of documentation or entire documentation which the Agency cannot disclose because of the Privacy Act of 1974 or because it does not control the release of the documents, are not subject to this Section. Personally identifiable information will not be released within the Agency's organization except to persons having a bona fide operational need to know. Where a request for such information is made by a source outside the Agency, the information will not be released unless prior written approval is obtained from the employee, or unless the Agency is required by law or regulation to provide the information, or unless the request is made by a law enforcement Agency. The Agency will adhere to the Privacy Act and the Freedom of Information Act.

Section 7. An employee of the Unit who is the subject of an examination/investigation by a supervisor or a representative of the Agency, shall be given the opportunity to have representation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation during this examination. Should these developments occur, no further questioning will take place until a representative is present. A notice of this right of representation will be posted annually on the employee bulletin boards.

Section 8. Employee interviews:

- A. When an employee is to be interviewed as a subject of investigation, the employee will be advised of the substance and nature of the investigation.
- B. The employee has the obligation to answer the Agency's questions concerning the employee's scope of employment and any misconduct witnessed or engaged in by the employee.
- C. Employees will not be interviewed except under circumstances which protect their right to privacy. The Agency will not permit the nature of the employee's absence from the work site to become known except to persons with a bona fide operational need to know.
- D. An employee has the right to receive a copy of his interview statement when it is complete.
- E. Agency investigators may not:
 - 1. Offer immunity from criminal prosecution in return for cooperation with an investigation.
 - 2. Make or imply any promises the effect of which would be to limit the PMO's authority to determine discipline in return for specific information or cooperation.
 - 3. Involuntarily detain people. Employees may take breaks during length interviews and/or request representational advice.

ARTICLE 12 (Cont.)

Section 9. Employee's person and possessions:

- A. Unless there is reason to suspect an individual employee, any search of an employee's person or possessions (personal property, assigned desk/locker/vehicle, etc.) must be part of a generally applied security check.
- B. If the Agency 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. An employee is under no requirement to report off-duty activities to the Agency except as provided in AR 215-8/AFI 34-211(l) and EOP 15-10. However, employees who regularly drive a motor vehicle as part of their employment must report any moving violations, whether on or off duty.

Section 11. Whistle-blower Protection: Employees have the right to disclose information which they reasonably believe evidences a violation of any law, rule, or regulation; mismanagement; a waste of funds; an abuse of authority; or a danger to public health or safety. Employees shall not be subject to reprisal for the lawful disclosure of such information.

Section 12. Hotline tapes will not be released to Management officials and supervisors outside of Safety and Security channels.

Section 13. Any investigation of a current employee's previous employment, medical, or other personal history will be limited to information which is directly related to the employee's scope of employment. This will not preclude Management from making and completing pre-employment investigations.

Section 14. Promissory Notes and Last Chance Agreements: When a promissory note or a "last chance" agreement is used, the following shall apply:

- A. The employee being interviewed and/or requested to sign or agree to a promissory note, or a "last chance" agreement shall have the right to have a duly authorized Union representative present for such investigation. If the local Union representative is not available, the employee will be allowed to contact the national Union office or, at the discretion of the investigator, delay the matter under the provisions of Article 6, Section 3 of this Master Agreement.
- B. Employees will be informed of their rights regarding promissory notes and "last chance" at the time they are requested to sign the document.
- C. No promissory note will be issued for more than the actual amount of specifically alleged and/or observed infractions, the amount of which is agreed upon by the employee and the investigator.
- D. In order to become effective, "last chance agreements" must be signed by the employee, the Union representative, and a Management representative.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Discrimination based on sex, color, age, national origin, disability (either physical or mental), race, religion, reprisal for participating in protected EEO activity, sexual orientation or genetic information, violates federal laws. Discrimination based on status as a parent (see Section 4 for processing complaints based on status of a parent) violates Executive Orders. The Agency will maintain an aggressive affirmative employment program to insure that personnel policies, practices and working conditions are free from discrimination as prescribed by law and Executive Orders.

Section 2. EEO complaints shall be administered under the procedures outlined at the AAFES EEO complaint procedure (http://h2.aafes.com/sites/2/EEO/home/EEODI_NEW/default.aspx) or the Equal Employment Opportunity Commission (www.eeoc.gov).

Section 3. An employee wishing to discuss allegations of discriminatory treatment with an EEO Counselor, or at any step of the EEO complaint procedure, has the right to be represented by a person of his choice, subject to 29 CFR 1614.605 (a) and (c). The employee and representative (if also an Agency employee) will be granted a reasonable amount of official time for EEP related preparation.

Section 4. Bargaining unit associates must pursue complaints of "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. The specific information, participation, and implementation of the Federal Women's Program Committee, the Hispanic Employment Program Committee, and any local EEO Advisory Council will be a topic appropriate for negotiation.

ARTICLE 14

EMPLOYEE DEVELOPMENT AND TRAINING

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

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

Section 3. All employees will have equal opportunity to avail themselves of training and development resources which are provided by the Agency. The HRM will provide career guidance and information regarding training opportunities when requested by bargaining unit members who have completed their probationary period.

Section 4. Supervisors or other Agency officials designated by the Agency will identify, for each current employee upon request and for new employees who pass their probationary period, available training that can aid in achieving career advancement within the Agency and achieving maximum performance and efficiency in the current position. In addition, in accordance with the provisions of EOP 20-1, the Agency agrees to furnish Agency-approved job-related development courses and materials which are:

- A. Designed to improve the employee's abilities to perform his job; or
- B. Jobs in other career fields where the Agency has determined that a present or future need exists.

Section 5. The Agency will record Agency-approved and accomplished training in the employee's electronic Official Personnel File, as well as a record of training completed outside the Agency which the employee furnishes to the Human Resources Office.

Section 6. Employees will not be required to train other employees except as it relates to the fundamental requirements of the position the employee holds, or a position the employee has held. Employees who do conduct such training, and do so effectively, shall be recognized for those efforts through positive counseling, favorable remarks on their performance reviews or recognition through special recognition programs. Supervisors will give appropriate consideration to an employee's workload when assigning an employee to train another employee.

ARTICLE 15

JOB DESCRIPTION

Section 1. A job description is an official document that reflects the major, grade controlling tasks which are performed. In addition, it contains a description of regular and recurring duties and responsibilities assigned which describe the type of work performed and the qualification requirements of the position. Standard job descriptions are used; the fact that an employee does not perform all of the listed duties, or the fact that all of the duties are not listed, does not necessarily invalidate the job description.

Section 2. Employees will be provided job descriptions as soon as possible after entry into each position or at the time the supervisor is informed of any changes. Employees may access all job descriptions on-line at home.aafes.com. The employee's signature on the job description will not prevent the employee from challenging and pursuing the accuracy of the duties and responsibilities listed in the employee's job description.

Section 3. Employees are encouraged to review their job description and discuss it with their immediate supervisor or other appropriate management official at any time. If, after reviewing the job description, an employee believes that something should be added or deleted, the employee may submit such request in writing to the immediate supervisor as follows:

- A. A written statement specifying the areas of disagreement must be provided the immediate supervisor within fifteen (15) calendar days of reviewing the job description with the supervisor.
- B. The supervisor will review the employee's written statement, the job description, and actual duties performed.
 - 1. If the supervisor determines that the job description inaccurately represents the actual major duties performed, the matter will be referred to the Human Resources Manager for determination within fifteen (15) calendar days. A desk audit will be conducted, where appropriate. The employee will be advised by the Human Resources Manager, in writing, of the determination.
 - 2. If the supervisor determines that the job description is accurate, the employee will be so advised.
- C. In accordance with Article 42 (Grievance Procedure), the employee or the employee's representative may pursue disputes concerning the accuracy of the major duties and responsibilities as reflected in the job description. However, disputes relating to grade, title, occupational grouping or series assigned to his position, are specifically excluded from this procedure.

ARTICLE 16

CLASSIFICATION AND PAY

Section 1. The pertinent provisions of DoDI 1400.25 and EOP 15-10 Chapter 13, will apply to classification and pay administration for local employees, except as otherwise provided in this Master Agreement.

Section 2. Non-income-generating (non-commission) hours are the hours commission-paid employees spend on management-assigned jobs or duties and for which they receive the scheduled rate of pay authorized for their assigned grade and step instead of the commission rate. Local managers or supervisors will determine when non-income-generating hours are to be used. The following are conditions or situations over which commission-paid employees have no control, which prevent them from earning commission wages. The following will be designated non-income-generating hours:

- A. The employee is assigned work for which commissions are not earned and which are outside of and unconnected to duties which produce income. Examples include product preparation or general housekeeping duties in a central kitchen or food sales facility.
- B. The employee is assigned administrative tasks.
- C. The employee is required to attend a training session.

- D. Basic equipment or work area isn't available because of breakdown, renovation, flooding, fire, etc.
- E. Administrative leave (death in family, etc.). Non-income-generating (noncommission) hours are recorded on the time sheet as both regular and holiday hours.
- F. Any period of preventive or actual maintenance performed on the vehicle or equipment used by a commission paid employee which exceeds one hour.
- G. On a regular basis, commission hours worked should be at least 90% of the scheduled workweek hours, except for periods of authorized leave or for periods of Agency required training.
- H. Where commission earnings regularly fall below the employee's fringe benefit rate, Management will review customer shopping patterns, mobile routes, and workload, as appropriate, in order to improve sales, where possible.

Section 3. HPP employees will be eligible for shift differential pay without regard to the employee's employment category:

- A. Amounting to 7 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 10 percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 2300 and 0800. 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 1 hour or less. (For example, an employee must work 5 hours of a scheduled 8-hour shift during the period covered by night differential to qualify for payment).
- C. 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.

Section 4. The section below is derived from Chapter 13, EOP 15-10, Managing Human Resources, and are summarized here for the convenience of all parties.

- A. Sunday premium pay for PFP/PB employees is paid only to RFT/TFT categories scheduled to work a minimum of an eight-hour shift. Sunday premium pay is an additional 25% of the employee's basic pay for the regularly scheduled Sunday work, for the entire shift worked, not to exceed 8 hours. Sunday premium pay is only paid for actual hours worked (does not include Vacation Leave, Sick Leave or LWOP hours).
- B. All categories of C&T employees, regardless of whether they are RFT, RPT, INT, TFT, or TPT are eligible for Sunday premium pay at the rate of 25% of their basic rate of pay for all hours worked in their assigned shift (up to a maximum of 8 hours), provided they are regularly scheduled to work on a Sunday.

Section 5. The provisions of AR 215-8/AFI 34-211(I), Army and Air Force Exchange Operations will apply to job grading appeals, in accordance with the following: if an employee does not agree with a supervisor's informal explanation of a job grade, the Agency will make available to the employee the job standards, position description and analysis of the classification action before the employee files an official appeal at the First Review Stage.

Section 6. The Council agrees that the Agency may exercise its discretion in the administration of Market Based Pay (MBP) merit and bonus payments and the Hourly Pay Plan (HPP) (Pay for Performance (PFP)/ Crafts and Trades (C&T)) Team Award without negotiation as long as the merit and bonus payment

program for MBP employees utilizes the same formula for bargaining unit and non-bargaining unit employees.

ARTICLE 17

LOCALITY WAGE SURVEYS

Section 1. The sections below are derived from the PL 92-392 and are summarized here for the convenience of all parties. In the event of any inconsistency or conflict between this article and the PL 92-392, PL 92-392 controls.

Section 2. Under the provisions of PL 92-392, the Department of Defense Wage Fixing Authority conducts locality wage surveys and prescribes wage schedules for all NAFI employees. With regard to the conduct of wage surveys, the following will apply:

- A. Management will ensure that the appropriate levels of supervision are aware of the obligations of wage survey committee members to participate in committee meetings, review and collect data, and will encourage cooperation to this end.
- B. In those areas where an Agency employee is the chairman of the Local Wage Survey Committee, the local Union will be notified in writing at least 15 calendar days in advance of the date, time, and location of the local pre-survey hearing. Upon request, the local Union will be afforded the opportunity to present comments, requests, and suggestions regarding the survey and to receive a copy of the consideration and disposition of matters raised at the hearing.
- C. Participation by the Union in such wage surveys shall be according to the procedures established by the Federal Wage Systems Non-Appropriated Funds Employees.

ARTICLE 18

PERFORMANCE REVIEWS

Section 1. Employees shall be formally evaluated at least annually by regular performance reviews as required by AR 215-8/AFI 34-211(I) or EOP 15-10. It is understood that the current forms used to evaluate employee performance will continue to be utilized. Should the Agency propose the use of a different form that would impact bargaining unit employees' conditions of employment, notice would be given in accordance with Article 5, Section 1 of this Agreement, and the Union retains the right to bargain any such proposed change as provided in that Article and Section.

Section 2. The Agency agrees that:

- A. The work performance of employees shall be evaluated fairly and objectively on both a scheduled and continuous basis with the results of such evaluation discussed with each individual employee.
- B. The objectives of the above policy are to:
 1. Keep employees continuously aware of the performance that is required of them;
 2. Establish a suitable environment to facilitate appropriate employee training, clear assignments, advancements, adequate facilities, and proper supervisory assistance;

3. Give employees constructive help in correcting weak points in their performance and in developing their full potential for the job;
4. Bring out and resolve points of misunderstanding regarding work requirements between supervisors and employees and to develop a constructive relationship between them;
5. Inform employees whenever their performance changes sufficiently to affect their rating;
6. Use the results in determining retention of individuals during a RIF action; and
7. Use the results in determining promotions.

Section 3. Performance reviews will be prepared by the first-line supervisor and approved by the second-line supervisor. If the first-line or second-line supervisor is sick or otherwise absent for a period of 4 weeks or more, the next higher level supervisor will prepare or approve the performance review, providing that the level of supervision having authority to rate an employee's performance evaluation must have functioned in a capacity of supervision that gives him direct knowledge of the employee's performance in the appropriate categories. In cases where an employee's first-line supervisor is absent for 4 weeks or more, the employee may request and Management may, for good cause, approve delaying the employee's PER until the return of his absent supervisor.

Section 4. An employee may bring to his supervisor's attention positive points of performance appropriate for consideration during a rating period. The employee may also point out situations where his performance was influenced by factors beyond his control which affected the level of performance during the rating period, such as machinery breakdowns and changes in assignment priorities. Such comments, however, must be made to the rater at least 30 calendar days in advance of the rating.

Section 5. The supervisor will discuss the performance review with the employee prior to making it a part of the employee's record. A copy of the evaluation is available for the employee to view and/or print in the eOPF.

Section 6. An employee who objects to any aspect of a performance review may grieve the evaluation. The Negotiated Grievance Procedure shall be the sole and exclusive procedure available to an employee for the resolution of disputes regarding performance reviews.

Section 7. The electronic copy of the official performance review will be kept in the employee eOPF. If the employee challenges his PER, no documentation of challenge of the PER will be kept in the official personnel file. Only the final PER will be in the employee's eOPF.

Section 8. An employee whose performance is unsatisfactory will be provided with written notice of how the performance has been unsatisfactory, to include specific examples of performance deficiencies. The employee will be placed on a Performance Improvement Plan (PIP), Exchange Form 1300-005 of at least 30, but no more than 90, calendar days to bring performance up to acceptable standards. During this performance improvement period, the Agency will provide training and on the job assistance to help the employee improve performance deficiencies. At the conclusion of the performance improvement period, if the performance is less than satisfactory, the Agency will transfer and/or downgrade, or separate the employee for unsatisfactory performance. If the performance is satisfactory, the employee will remain in his current position.

Section 9. Significant accomplishments recognized through the Agency Incentive Awards Program will be documented in the performance review.

ARTICLE 19

PROMOTIONS

Section 1. The filling of vacancies and promotions within the Exchange will be administered in accordance with the provisions of EOP 15-10, to include Chapter 12 and this article.

Section 2. JOB POSTINGS: Regular full-time, regular part-time and Intermittent HPP non-entry level positions will be announced for at least 5 calendar days through the on-line automated process at www.applymyexchange.com. For purposes of this Agreement, "Entry level positions" are defined as those that do not offer the candidate promotional opportunities, wage increases, increased work hours or other benefits such as those associated with regular part-time and regular full-time categories. The posting will contain the minimum qualifications from the job description for the job posting. The selecting supervisor may lower qualifications only before the vacancy is announced or after a sufficient number of fully qualified candidates can't be found.

Section 3. Employees will be selected for promotion based on performance, potential and length of NAFI service in that order of importance. Numerical scores will be computed in accordance with the numerical ranking criteria established in EOP 15-10. For purposes of determining scores for potential and service, the employee will receive:

- A. Credit for monetary awards given to the employee for outstanding performance or accomplishments. On-the-Spot Rewards or its equivalent are excluded.
- B. Credit for Agency Professional Development Program courses and formal Agency training courses the employee has completed, as well as employee initiated courses credited in the electronic Official Personnel File (eOPF).
- C. Credit for all periods of Exchange and NAFI Service, regardless of category.

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

Section 5. A list containing the top 5 candidates, who have been properly ranked and certified, will be referred to the selecting official for appropriate selection action consistent with Agency regulations. The Union will be provided a copy of the list which is forwarded to the selecting official upon request.

Section 6. Interviews must be job related to the position being filled and must be reasonably consistent and fair to all candidates. All candidates will be interviewed in private and by a Management official. The candidate's records will be available for review during the interview session, and the selecting supervisor will closely consider each candidate's Exchange and related experience during the selection process.

Section 7. Those employees who interview for a position and are not selected will receive notification and are encouraged to obtain further information concerning non-selection from the HRO or the selecting supervisor.

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

- A. The Union agrees to encourage employees to periodically review and update their electronic Official Personnel Folder (eOPF) during or after work hours to ensure that it has current and accurate information.

- B. It is agreed that an employee and his representative designated in writing shall have the right to examine his Supervisory folder maintained by the Agency during normal duty hours. Should copies of documents contained in the employee's OPF be necessary, the Union representative will first review the OPF and identify those documents which are relevant and necessary to perform his representational functions. Copies of those documents not previously provided will be provided to the Union at no cost.

Section 9. The provisions of this article may be suspended when filling vacancies under the following circumstances:

- A. If a RIF is in progress and a retention register has been prepared, Management should fill vacant positions from the RIF roster without posting.
- B. Employees in the Unit who have been downgraded through no request or fault of their own, and who are on grade or pay retention should be promoted to the position from which downgraded or positions of like grade from which downgraded with the activity, if the employee meets the basic qualifications of the position vacancy.
- C. Human Resources Managers may, outside the competitive selection process, place applicants with targeted disabilities, individuals utilizing the spouse continuity program described in EOP 15-10 or employees who have been terminated due to a workers' compensation injury directly into positions for which they are qualified.

ARTICLE 20

JOB EXCHANGES

Section 1. If two bargaining unit employees with the same job title, category and grade desire to trade jobs with each other, they will notify the Agency in writing. If both employees possess a minimum of an above average current performance review rating, the request will be implemented as soon as operationally feasible upon approval of both supervisors, or when possible.

Section 2. If two bargaining unit employees desire to trade jobs with each other who do not meet the full criteria above, they will notify the Agency in writing. Providing that both respective supervisors concur, and that both employees are fully qualified for the other position, the transfer will be implemented as soon as operationally feasible, or when possible.

ARTICLE 21

DETAILS, TEMPORARY PROMOTIONS AND LATERAL TRANSFERS

Details, Temporary Promotions, and Lateral Transfers will be executed in accordance with the procedures outlined in EOP 15-10 and this Article.

Section 1. Details

- A. A detail is defined as a temporary assignment of an employee to a different position which is higher, equal or lower in grade, band, or tier than the employee's personal grade, band or tier. It is for a specified period with the employee returning to his regular duties at the end of the detail.

- B. Employees will not be detailed for more than 14 calendar days to a position for which a temporary promotion is authorized. The Agency agrees that any employee detailed to perform the duties of a higher paid position for more than 14 consecutive calendar days to which a temporary promotion would be appropriate will be temporarily promoted to the higher paid position beginning with the first day of pay period following the temporary assignment.
- C. When a temporary assignment is to a position of like grade or grade lower than the grade the employee is presently holding, the employee may be detailed to temporarily perform the duties of this job, ordinarily for a maximum period of 60 calendar days.

Section 2. Temporary Promotion

- A. A temporary promotion is a temporary change from one job to another, for more than 14 consecutive calendar days, within a pay system with a higher grade or representative BHR (C&T), band (MBP/PFP), or tier (MBP/PFP). In the MBP pay system a temporary change to a job at a higher tier within the band is considered a temporary within-band assignment.
- B. An employee may be granted a temporary promotion in connection with the temporary assignment to a position of a higher grade to meet temporary staffing requirements caused by but not limited to, absences, unfilled positions, special projects, and unusual workloads.
- C. Temporary promotions are not normally recommended to fill vacant positions in which the previous incumbent will not be returning to the position.
- D. Serving in a temporary position for more than six months will qualify the employee to compete for that position when posted. This does not apply to PB 3C and above positions.

Section 3. Lateral Transfers

A lateral transfer is a change in assignment with no change in grade, band, or tier and with no reduction in the employee's BHR. Lateral transfers may be made at any time and for any reason determined to be in the best interests of the Agency. Reasons for such transfers may include but are not limited to RIF, reallocation, settlement agreement, and more effective use of the workforce.

ARTICLE 22

CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. Except in emergency situations, the Agency agrees to inform the Union prior to contracting out work normally performed by bargaining unit employees, having an impact upon Unit employees, as soon as possible, but at least 30 calendar days in advance of the solicitation for contractual services. Upon request by the Union, the Parties will meet and negotiate with the Union in accordance with applicable law concerning the impact on Unit employees. The Agency will be mindful of its obligation to bargain in good faith prior to proceeding with implementation of the respective contracting out.

ARTICLE 23

REDUCTION IN FORCE

Section 1. Reduction in force as used herein is defined as the Agency's action to reduce the number of occupied positions within the bargaining unit requiring the use of reduction-in-force (RIF) procedures set forth in this Article. The Parties have fully negotiated the 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 at the National level.

Section 2. When it is determined that a reduction-in-force is necessary, the Agency will notify the Union 60 days in advance of the planned effective date. Prior to the issuance of official notices to the employees involved in a reduction-in-force action, the Agency 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 Union will be afforded a reasonable opportunity to review and comment on the RIF Retention Rosters before the RIF plan is finalized. The Union will also be given the opportunity to review and comment on the RIF plan before advance notice letters are issued. Errors identified by the Union in the RIF Retention Roster and/or RIF plan will be corrected prior to the issuance of final notice letters. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Agency to the employees affected.

Section 3. It is the goal of the Parties to allow the Agency to implement RIF actions within the 60 day notice provided the Union under Section 2 above. Nonetheless, the Agency may implement RIF actions on or after the 60th day of the notice period.

Section 4. For the purpose of this Article the "RIF Element" is defined as all activities of the Agency, which are represented by the Union, within a 30 mile radius of the exchange facility where the positions affected by the reduction-in-force are located. Except as provided for below, employees affected by RIF will be placed by job series and grade in the appropriate competitive level on the basis of retention score. "Job Series" is defined as the first four digits of the assigned job code. Retention scores for UA employees shall be computed in accordance with the Basic Regulation. Retention scores for HPP employees shall be computed on the basis of the total of the scores for performance, and length of DoD Non-Appropriated fund instrumentality (NAFI) service as provided below:

- A. The average of the last three (3) Performance Evaluation Report (PER) scores within the last four years prior to the PER cutoff date. If the employee has less than three (3), the average of the existing PER scores. Computations will include PERs for employees with a PER cutoff date of the last day of the month which is at least 60 days prior to the effective date of the RIF.
- B. One point for each full year of Exchange and NAFI service. Computations will include credit for length of service through the PER cutoff date.
- C. When a tie exists after the retention scores have been computed, the tie will be broken by comparing actual years, months and days of creditable service of the employees affected. Such procedures will only be used when the tie involves two or more employees who, because of their RIF scores, would be identified for adverse action.

Section 5. In order to reduce the adverse impact upon bargaining unit employees, the Agency agrees to implement the following actions where appropriate:

- A. Initiate a hiring freeze on new employees.
- B. Curtail conversion of temporary employees to regular employees.
- C. Separate temporary and probationary employees who are in positions which may be filled by employees affected by the RIF.
- D. Honor requests for retirement from those employees who are eligible.
- E. From the date of notification until the effective date of the RIF, the Agency 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 Agency intends to fill, and only in positions for which they are qualified.

Section 6. Affected employees will be furnished the necessary official time, along with their Union Representative, to review their eOPFs. 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 eOPF, the burden of producing supporting documentation shall rest with the employee, after the Agency has made every reasonable effort at verification.

ARTICLE 23 (Cont.)

Section 7. Prepare separate RIF retention registers for RFT, RPT, and INT employees, listing the names in descending order by grade/band/tier, and within each grade/band/tier in descending order by retention score. MBP employees will be considered for placement in accordance with EOP 15-10.

- A. Start at the top of each retention register, beginning with RFT, then RPT, then INT, and consider employees for jobs for which they qualify using one of the following actions in the order listed:
1. Continuance in the same position.
 2. Lateral local transfer to a vacant RFT position.
 3. Lateral local transfer to a position held by a RFT probationary employee.
 4. Downgrade/reduction in band/tier local transfer to a vacant RFT position.
 5. Downgrade/reduction in band/tier local transfer to a position held by a RFT probationary employee.
 6. Lateral local transfer to a vacant RPT position.
 7. Downgrade local transfer to a vacant RPT position.
 8. Downgrade local transfer to a position held by a RPT probationary employee.
 9. Lateral local transfer to a vacant intermittent position.
 10. Downgrade local transfer to a vacant intermittent position.
 11. Separation.
- B. The completed copy of the RIF roster should show:
1. The proposed action written by each employee's name listed on the roster.
 2. A listing of vacant positions, by job title, grade, band, tier, and category, including probationary employees.
 3. A narrative summarizing the reason(s) for the RIF action.
 4. The anticipated staffing/dollar benefits to be gained by the RIF.
 5. Any negative impact anticipated when the RIF is implemented.

Section 8. Regular full-time (RFT) and regular part-time (RPT) employees shall be given thirty (30) calendar day notice of transfer, downgrade, or separation. Intermittent employees shall be given seven (7) calendar day notice of transfer, downgrade, or separation. The notice will include the action to be taken,

the effective date, and salary retention information. Employees who are assigned new duties as a result of a RIF are to be afforded the same familiarization opportunities as would apply to any other appointment to the new position or duties.

Section 9. The Agency further agrees that separated employees of the unit in a reduction in force will be offered positions at the same or lower grade from which separated for which they are qualified that develop within two (2) year after the reduction in force, providing such employees maintain an application on file with the Human Resources Office and respond to a letter sent to the address of record within ten (10) calendar days from date of such letter. A copy of such letters will be furnished the Union. If the employee does not respond, his name will be removed from the reemployment list. Employees will be reinstated to positions for which they qualify in order of RIF retention score; the employee with the highest RIF retention score being reinstated first.

ARTICLE 23 (Cont.)

Section 10. The Parties agree to the following arrangements for employees affected by RIF:

- A. The Agency will conduct at least one seminar during working hours for all affected employees regarding benefits available to them, including reinstatement eligibility, the Agency 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 Agency will contact the appropriate State Unemployment Office and request that a representative of that agency attend the seminar 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 the seminar. The seminar will be conducted no later than one week prior to the effective date of the RIF.
- B. A Job Information bulletin board will be created. A committee, composed of one representative each from the Agency and the Union, will contact local Employers to obtain information on job availability or interest in affected employees. Any other information which would be beneficial to affected employees in job search efforts will be posted on these bulletin boards.
- C. 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.
- D. The Agency 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 Agency will assist affected employees in the preparation of resumes, to include final typing. The Agency will invite a representative of the local Unemployment Office to visit the Exchange activity conducting RIF to interview affected employees. If deemed appropriate by the local Unemployment Office, the Agency agrees to forward copies of affected employees' resumes.
- E. The Agency 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 Agency 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.
- F. If employees will indicate, prior to separation, an interest in position availability at a specific Exchange location the Agency agrees to obtain information on position vacancies at that location. The Agency will also take other appropriate action to assist the employee in obtaining Exchange

employment at that location. The Agency agrees to continue such assistance for any employee, separated due to RIF, for the duration of his reinstatement eligibility.

- G. Eligible employees separated due to RIF will receive Severance Pay in the amount of one week's base pay for each year of continuous service up to 4 years of service. This pay will be paid in a lump sum payment at the same hourly rate received prior to separation. The maximum amount of severance pay allowable will be 4 weeks' pay. The Agency agrees that severance pay will be paid to affected employees two weeks following the final pay check.
- H. The Agency agrees that accrued Annual Leave will be paid in a lump sum on employees' final pay checks. Payment of employees' retirement contribution will also be paid on final pay checks to those employees with less than 3 years participation in the Retirement Plan. Employees with more than 3 years participation must request a refund through the Human Resources Office.
- I. The Agency 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.
- J. Employees who have been identified for separation due to RIF will be allowed a reasonable amount of Administrative Leave for scheduled employment interviews, provided the employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.
- K. In the event that a position, deleted during a RIF action, is reestablished within one (1) year after the effective date of the RIF, and the incumbent remains employed at the same Exchange location, the Agency agrees to place the employee into the position provided they remain qualified. Situations involving employees who have been separated as a result of RIF will be handled in accordance with Section 9 of this Article.

ARTICLE 23 (Cont.)

Section 11. INSTALLATION CLOSURE: In the event of an installation closure which results in the closure of all Agency facilities on, or in the surrounding area, and the RIF of all assigned employees, the following exception to authorized severance pay will apply for the conduct of the RIF for all assigned bargaining unit employees:

- A. One week's base pay for each year of continuous creditable service for the first 10 years; two week's pay beyond the first 10 years.
- B. Partial credit for each full three months of continuous regular service as follows:
 - 1. If less than 10 years, the entitlement is 25 percent of one week's pay for each full three months of service.
 - 2. If greater than 10 years, the entitlement is 25 percent of two week's pay for each three months of service.

ARTICLE 24

HOURS OF WORK

Section 1. The administrative workweek shall consist of (7) consecutive calendar days extending from 0001 hour Saturday to 2400 hours the following Friday.

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

Section 3. The regularly scheduled workweek will not exceed 40 hours. Except where inconsistent with operational need, the hours scheduled will not exceed (8) hours per workday and will not be scheduled for more than (5) days in an administrative workweek. The regularly scheduled workweek will not include hours on more than (6) consecutive days or include more than 10 hours on any 1 workday. The only exceptions to the provisions of this section are during annual inventory, during a directed inventory as the result of fire, forced entry, suspicion of theft or other such compelling reasons, and in the schedules of over-the-road drivers. Except in cases of emergency, or when acceptable to the employee, no employee will be required to work a shift with a break or division between scheduled hours of more than one hour and fifteen minutes. No employee will be required to report to work earlier than 10 hours after completion of a scheduled shift.

Section 4. The employee's regularly scheduled workweek is defined as the established routine hours to be worked. Except in cases of operational need, changes in the regular scheduled workweek will be posted on employee bulletin boards, at least 1 week prior to the effective date of the new schedule. The Union will be provided upon request, a copy of schedule change, no later than 24 hours prior to the time the new schedule is posted. In regard to the work schedules of intermittent employees, changes in the routine schedule, to include the number of hours, may be made for operational reasons, with 1 week prior notification to the affected employee. Employees who have disputes over proper notification or equitable scheduling will be given the opportunity to consult with a Union Representative upon request. Management will consider legitimate requests for reconsideration for personal needs, such as childcare, etc. Whenever operationally feasible and with permission from their supervisors, employees will be allowed to "trade" schedules to accommodate such personal needs.

Section 5. 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 reduction of five (5) hours per week may take place with a two 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) day notice.
- C. Department-wide reductions: Section 5A does not include routine departmental man hour reductions. In this instance Section 5B would apply.
- D. When an HQ Directorate-wide reduction is needed, the Agency may use these procedures to accomplish: RPT and INT employee's hours may be reduced by 5 with a 14 day notice. TPT and TFT employees will be released. Probationary employees will be released. If further reductions are needed RFT employee's hours may be reduced by 5 hours with a 14 day notice.

ARTICLE 24 (Cont.)

Section 6. In order to alleviate the adverse effects on employees who are called in to work on an irregular basis, the following arrangement will be applied. Normally, no employee will be required to work less than 3 hours in one workday unless a shorter period is acceptable to the employee. The Agency may solicit volunteers to accept shorter hours when necessary due to operational requirements. When there are no qualified volunteers willing to work less than 3 hours, employees may be required to work less than 3 hours; however, eligible employees will receive the equivalent of 3 hours pay.

Section 7. Meal Periods: Regular meal or lunch periods will normally be established at not less than 30 minutes nor in excess of 1 hour and will not be considered as time worked. No employee will be permitted to work more than 6 hours without a meal period. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain at their work area. Employees may be scheduled to have their meal period on the job. In such case, the employees will be authorized a total of 20 minutes during a designated period in which they may have their meal. Such meal periods are considered time worked and will only be authorized when it is not reasonably practical or economical to provide a normal meal period.

Section 8. Rest Periods: Except when clearly inconsistent with operational requirements, employees working 6 hours or less will have one 15-minute rest period and employees working more than 6 hours will have two 15-minute rest periods during the workday. Rest periods will be taken at the times designated by the supervisor and, insofar as is consistent with operational requirements, should be scheduled as near the middle of each half of an employee's shift as possible, and will, operating requirements permitting, be uninterrupted. Rest periods are considered as time worked. Additional personnel will not be assigned to allow employee rest periods.

Section 9. On-Call Pay: Employees who are required to be on-call while off duty will receive a cellular phone, at the employee's request, to be used solely for official business purposes while on duty. Employees will be compensated at the rate of 7.5% of their base hourly rate of pay for those hours during which:

- A. They are restricted in their off duty movement.
- B. They are required to return to work or perform work if/when called.

Section 10. The Council agrees that the Agency may exercise its discretion and adjust store operating hours by only providing an informational notice of the change to the Union as soon as practicable. Employees impacted by the change may bring their concerns to the attention of the Agency. The Agency will consider employees' concerns and may address them on a case by case basis.

ARTICLE 25

OVERTIME

Section 1. Overtime is defined as time worked by non-exempt employees in excess of 40 hours during the administrative workweek or more than 8 hours during a workday. Except in cases where an employee participates in an Alternate Work Schedule (AWS), all authorized work performed in excess of 40 hours in any one administrative workweek or 8 hours in any workday, will be paid in accordance with applicable laws and regulations, including 5 USC §5542. To be considered work time for overtime purposes, the employee must be told, suffered or permitted to work by Local Management.

Section 2. Overtime shall be distributed equitably among employees of the same job classification. Local Management will provide the Local Union, upon request, necessary pertinent information concerning overtime hours worked to aid in resolving alleged inequities in overtime distribution within a particular job classification. It is agreed that records of overtime worked will be maintained by Local Management and shall be disposed of in accordance with applicable regulations governing records disposition.

Section 3. Upon receipt of a timely request, an employee will be excused from a planned overtime assignment provided another employee in the section or activity affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following his will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

Section 4. Employees, other than crafts-and-trades employees, called in to work outside of and unconnected with their basic workweek shall be paid a minimum of 3 hours pay, regardless of whether the employee is required to work the entire 3 hours. In addition thereto, any employee called in to work on shifts outside his basic workweek should be promptly excused upon completion of the job which he was called in to perform.

Section 5. When management determines that voluntary or mandatory overtime is necessary in the Distribution Centers, volunteers will be fought first.

- A. Preference in the assignment of voluntary overtime work at the end of the employee's shift will be given to employees who have been performing the work during the shift. Management will offer overtime from among qualified and available employees during other situations.
- B. When there are an insufficient number of employees volunteering management will declare mandatory overtime. Management will provide the employee at least a one day notice, except during an operational need or other emergency, and will select from among the qualified employees. 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. Requests to be excused 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. When an employee volunteers to work overtime the employee will be held accountable just as if they were scheduled to work.

Section 6. Employees will not be required to work additional hours during the workweek and be authorized to come in at a later time or leave earlier another day during the workweek to compensate for the additional hours.

Section 7. Employees who work overtime during the basic workweek will receive a paid break of 15 minutes (20 minutes for a meal break) for each 2-hour period worked in an overtime status after their regularly scheduled workday.

Section 8. Subject to regulations governing pay administration under the Fair Labor Standards Act and payment of daily overtime, no employee will be requested, allowed or permitted to perform work prior to or after regularly scheduled hours without compensation.

Section 9. The provisions of this article regarding overtime for time worked in excess of 8 hours in one workday or 40 hours in an administrative workweek may be suspended where the Parties agree upon the implementation of flexible or compressed work schedule programs. However, employees will be paid overtime for any hours in excess of those hours scheduled in any one day under a flexible or compressed work schedule program.

ARTICLE 26

ANNUAL LEAVE

Section 1. Employees shall request and be granted annual leave entitlements in accordance with EOP 15-10, Managing Human Resources and this Article.

Section 2. For the purpose of this Master Agreement, annual leave is leave which granted for the purpose of rest to maintain employee morale and to attain maximum efficiency and productivity from employees. Therefore, employees will be encouraged to take accrued annual leave.

Section 3. Annual Leave Procedures

- A. Annual leave must be requested and must be approved by the appropriate management official. Approval of vacation leave cannot be assumed.
- B. So that all eligible employees receive equal consideration in the granting of annual leave, charts of scheduled leave may be maintained. Employees should indicate their desire for leave on these charts. This will not preclude an employee from requesting leave on other dates or asking for leave on shorter notice. A copy of the approved leave schedule will be posted on the bulletin board or otherwise made accessible to employees prior to the effective date of the schedule.
- C. Applications for leave should be submitted no later than 30 days in advance of the requested period if firm dates are needed. Leave requests will be considered promptly and the employee will be advised of the approval/disapproval as far in advance of the requested dates as possible. In such cases, the leave approval official will not delay the request. If the approving official does not approve/disapprove the request within a reasonable time the employee may forward the request to the next higher management official for approval.
- D. In the absence of a compelling need, annual leave may be granted to an employee upon request. When two (2) or more employees of the same section or activity request leave for the same period at the same time and the presence of one or more of these employees is essential to the efficient operation of the section, the employee who is senior in service, based on the Service Award Base Date, will be given preference for the period requested.

- E. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval or the use of annual leave may not be presumed by the employee. The employee must attempt to contact his supervisor or the supervisor's previously-designated representative either personally or by phone as early as possible, but not later than the end of the first 1 hour of the regular work shift to obtain approval of the use of annual leave.
- F. When the Agency finds it necessary to cancel previously approved leave and/or deny the specific period request by an employee, the reasons for such action will be explained in full to the affected employee and noted on the leave request form. In such cases, the employee and the supervisor, as soon as possible, will agree on a new schedule for the leave. Supervisors will notify a reassigned or transferring employee at the time of the transfer if previously scheduled leave cannot be taken. If an employee has obtained approval for leave under the circumstances indicated in this section and should it later become necessary for the employee to work during the period for which leave has been approved, the employee must be advised at least 5 calendar days prior to the first day of approved leave. Otherwise, the employee will be permitted to take the leave as planned, or the employee will be then given first choice of equivalent leave within 90 days.
- G. Permanent Regular Full-Time and Regular Part-Time employees with less than 3 years of service will accrue leave at 5 percent of the total hours worked, 3 years but less than 15 years of service will accrue 7.5 percent, except for the final biweekly period of the fiscal year it will accrue at a rate of 12.5 percent, and more than 15 years will accrue 10 percent of the total hours worked.

Section 4. Annual leave will not be imposed as a disciplinary measure nor will it be a factor in ratings for promotion.

Section 5. Employees shall be granted time off to observe religious holidays of their faith if their absence will not unduly hamper facility operations. Such time off will be charged to annual leave, if available, or leave without pay.

Section 6. Unless otherwise previously arranged and discussed the employee is not required to be available for call-back during the use of annual leave.

ARTICLE 27

SICK LEAVE

Section 1. Employees shall be granted sick leave benefits in accordance with EOP 15-10, Managing Human Resources, and this Article.

Section 2. The Agency and the Union agree that sick leave is intended to ensure against a loss of income when eligible employees are incapacitated by illness or injury. The Parties further agree that sick leave is not intended to supplement annual leave and the abuse of the sick leave benefit is misconduct. Accordingly, the Agency and the Union will periodically advise the employees of the purpose of this provision and attempt to prevent the abuse of this benefit. The Agency and the Union recognize that employees should not be penalized for using sick leave for legitimate purposes.

Section 3. Sick leave, if available, shall be granted to eligible employees incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinements; or for medical, dental or optical examination or treatment; or where a member of the employee's household has a contagious disease ordinarily subject to quarantine, and which might endanger the health of others where the employee works. Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of illness but no later than one (1) hour after the start of their shift, if possible.

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

Section 5. Medical Certification to document absence for sick leave:

- A. When an RFT and RPT employee's absence is due to illness or injury that extends for more than 5 calendar days, the employee must follow the procedures outlined in the Managed Disability Program to certify the absence.
- B. For RFT and RPT employees a medical certification from an attending physician or medical practitioner for periods of sick leave of 5 consecutive calendar days or less will not be required unless there is a reason to believe that the employee has abused sick leave privileges, and then only upon specific approval of the second-line supervisor or higher authority. Nothing herein is intended to waive the Agency's rights to take appropriate corrective action in those cases involving misrepresentation or misuse of sick leave, or to affect the employee's right to contest such action.
- C. TFT or TPT, and Intermittent employees absent for 3 or more consecutive workdays may be required to provide a medical certificate from a doctor or medical practitioner certifying they were not able to work because they were sick or injured and specifying the period of disability.

Section 6. Certifying Sick Leave Usage

- A. If the Agency suspects the employee is abusing the sick leave privilege, the Agency, upon specific approval of the second-line supervisor or higher authority, may place the employee on notice that he will be required to provide a medical certificate from the attending physician or medical practitioner for each subsequent use of sick leave, except where the absence was certified by the Managed Disability procedures. Normally, in such cases, the employee will first be advised, through documented, initialed counseling, that, because of his questionable sick leave record, a medical certificate may be required. If this does not bring improvement in the employee's sick leave record, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. The Agency will inform the employee by written entry on the Communications Card that it was determined that for each subsequent use of sick leave the employee must provide a written medical certificate from the attending physician or medical practitioner certifying the absence, except where the absence was certified by the Managed Disability procedures.
- B. All cases requiring a medical certification for each absence shall be reviewed by the next-higher-level supervisor to determine whether such requirement can be eliminated. This review will take place at the end of 6 months from date of official written notice requiring a medical certificate and every 6 months, thereafter, if it has not previously been rescinded. Should Management fail to make the review and recommendation, the sick leave certification requirements will be automatically rescinded at the expiration of 7 months. Following each formal review, the employee will be notified whether the restriction is to be lifted or to be continued on the basis of his sick leave record. The employee may request the presence of a Union Representative at the formal review. The Agency's decision regarding continuance may be grieved.
- C. When a medical certificate cannot reasonably be obtained, the employee may certify the facts of the illness. This certificate may be accepted at the discretion of the supervisor or higher authority.

Section 7. Official written notice of abuse of sick leave shall not be issued on the basis of absences claimed on sick leave which have been documented with a medical certificate from an attending physician certifying to the Agency the employee's incapacity for duty. The Agency agrees that an employee's legitimate use of sick leave for the reasons listed in Section 3 of this Article will not be used as a basis of concluding that an employee has abused sick leave under Personnel Evaluation Report (PER) Form 1300-2 (Rev Nov 81). Unless sick leave abuse has been documented under Section 6 of this Article, the supervisor will not initial the "Absenteeism/Tardiness" block of the employee's PER Form 1300-2 except

for reasons of tardiness. However, this does not preclude the Agency from initiating an administrative action when it is determined that the use of sick leave has become excessive.

ARTICLE 27 (Cont.)

Section 8. Any suspected abuse of sick leave will be discussed with the employee prior to any disciplinary action being imposed.

Section 9. The Agency will not contact an employee's physician/medical practitioner or contact employees at home during periods of legitimate illness as documented by Managed Disability without the employee's consent.

Section 10. Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of Section 6 of this Article.

Section 11. Sickness/injury occurring during a period of annual leave may be charged to sick leave and annual leave reduced accordingly. The employee must contact his supervisor as soon as possible to advise the supervisor of the illness/injury so time and attendance records can be annotated appropriately.

Section 12. Employees who have exhausted all sick leave and vacation leave may request the donation of vacation leave to cover any remaining period of the extended absence. If the employee does not receive enough donated vacation leave to cover an absence of up to 6 additional weeks they may request Advance Sick Leave in accordance with the procedures outlined in EOP 15-10. The amount of sick leave advanced, when combined with the leave donation, may not exceed 6 weeks.

Section 13. The Agency will continue its Voluntary Leave Sharing Program. In situations where the local Exchange has not received enough leave donations to cover the qualified absence, the local Exchange will seek donations from other Agency organizational elements.

Section 14. The Agency shall not publicly post individual sick leave records. The confidential nature of medical conditions shall be recognized and respected. Management will not use an arbitrary number or percent of sick leave hours used as a determinant of improper use or abuse of sick leave. The determination of sick leave abuse will be made on the facts of each case and in accordance with Section 6 of this article.

ARTICLE 28

ADMINISTRATIVE LEAVE

Section 1. Administrative leave may be approved for the reasons set out in Section 2 below. Administrative leave is treated as time worked for all purposes, except that the employee is excused from his regular assigned duties. Administrative leave entitlements are applicable to all categories of employees with regular work schedules.

Section 2. Workload permitting, administrative leave may be granted to an employee in connection with:

- A. Up to five (5) days of administrative leave for a death in the employee's immediate family or household including: Spouse, children, parents, parents of the spouse, persons in loco parentis, sisters and brothers of the employee (including adopted or step siblings), sisters and brothers of

the spouse (including adopted or step siblings), and step parents of the employee and spouse, and grandparents.

- B. Nonrecurring, brief periods of absence or tardiness due to circumstances such as adverse weather or traffic conditions, beyond the employee's control;
- C. Blood donations for which the employee is not paid;
- D. Registration with or required appearance before the employee's draft board or similar entity;
- E. For voting in federal, state, county and municipal elections, a reasonable amount of time to vote will be granted provided the employee does not have sufficient time to vote either before or after their shift;
- F. Serving on a jury or as a witness in the employee's official capacity as an Agency employee, serving as a witness in behalf of the Agency or the United States in compliance with applicable regulations. (Any fee received for other than transportation and subsistence will be turned over to the Agency, 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 employee is not regularly scheduled to work.);
- G. Separation or investigation when allowing the employee to continue working would be dangerous to life or property or otherwise inconsistent with the fulfillment of the Agency mission. Administrative leave in connection with an investigation will not exceed 30 calendar days after which the employee will be placed in an annual leave status until his accrued annual leave is exhausted, at which time he will be returned to a duty status with pay pending further action. If the employee is exonerated, annual leave utilized will be credited to the employee's account. In the instance where administrative leave is granted in connection with an investigation there must be reasonable evidence available to determine that the employee's continued presence on the job is otherwise inappropriate.
- H. Supervisors may grant administrative leave for reasons other than those indicated above.

Section 3. Military Leave With Pay: Military leave with pay is administrative leave granted to employees who are required to absent themselves from work for military training in the U.S. Armed Forces. Intermittent employees who are required to absent themselves from work for military training in the U.S. Armed Forces will be granted leave without pay. This section will be administered under the provisions of AR 215-8/AFI 34-211(I) and EOP 15-10.

ARTICLE 29

LEAVE WITHOUT PAY

Section 1. Employees may request and receive leave without pay benefits in accordance with the procedures outlined in EOP 15-10, Managed Human Resources and this Article.

Section 2. Leave without pay will be authorized to avoid a break in employment under the following circumstances:

- A. Where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, pregnancy, and confinement;
- B. As a result of suspension;

- C. When an employee leaves the Agency to go on extended active military duty;
- D. Upon the employee's request for reasons acceptable to and in the best interest of the Agency in accordance with the procedures outlined in EOP 15-10.
- E. In addition, employees who are Union Representatives, operational requirements permitting, may be given leave without pay for short periods of time. Arrangements for such absences will be negotiated at the locations where the leave without pay is desired.

Section 3. Leave without pay will not be granted for a period longer than 1 year, except in connection with "C" above, or upon approval of the Agency Head or Designee.

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

ARTICLE 30

FAMILY AND MEDICAL LEAVE

Section 1. The Parties recognize that the provisions of the Family and Medical Leave Act (FMLA) and the Federal Employee Family Friendly Leave Act (FEFFLA) may change during the life of this agreement. As such the Parties agree that the benefits offered under these two Acts that are applicable to or adopted by the Agency will be made available to the bargaining unit.

Section 2. An employee may elect to substitute accrued paid vacation leave or sick leave (if authorized under FEFFLA) for unpaid leave when using FMLA or FEFFLA.

Section 3. Employees must provide 30 days advance notice, or as much as practical, when the leave is foreseeable.

Section 4. The Agency may require medical certification to support a request for leave because of a serious health condition. Where there is some serious question about an employee's fitness to return to work, Management may require a second opinion at the Agency's expense to return to work.

Section 5. Job benefits and protection:

- A. For the duration of FMLA leave, the Agency must continue paying the Agency's share of the group health plan. Likewise, the employees are responsible for continuing to pay their portion of their group health plan and other related insurance benefits on a continuing basis.
- B. Upon return from FMLA leave, employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- C. The use of FMLA leave cannot result in the loss of any employment benefit which accrued prior to the start of an employee's leave.

Section 6. Employees who believe management has not fully complied with this law may contact the US Dept. of Labor, file a civil action, or file a grievance under the negotiated grievance procedure.

ARTICLE 31

HOLIDAYS

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

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Washington's Birthday
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Columbus Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Christmas Day

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

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

Section 3. In observing holidays, the Agency will:

- A. Release employees with a regular scheduled work week from hours normally worked on the holiday with pay at their base hourly rate for all scheduled hours, or
- B. If employees with a regular scheduled work week are required to work on the holiday, the employees will be paid at their regular base hourly rate, plus any authorized differentials, for all hours worked. This pay is in addition to that authorized by Section 3A above.
- C. An employee's regular schedule will not be changed solely to avoid paying holiday pay.

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

Section 5. Employees will be paid for overtime work on a holiday at the same rate as for overtime work performed on another day.

Section 6. Employees who work on New Year's Day, Thanksgiving Day, or Christmas Day shall receive an additional 10% of their base hourly rate for all hours worked. This pay is in addition to that authorized by Section 3B above.

ARTICLE 32

UNIFORMS AND ATTIRE

Section 1. Standardized attire.

The Agency 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.

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

Section 3. Customer contact employees.

- A. All Agency customer contact employees, normally PFP employees, to include C&T employees, who work in a position where they are normally required to carry out merchandise for customers are required to wear the Exchange blue polo shirt and either black or khaki colored pants or skirt.
- B. In the event an employee, through no fault or negligence of their own, damages or loses one or more polo shirts, then the Agency agrees to replace the shirt as soon as possible at no cost to the employee.
- C. Customer contact employees who are required to wear the standardized attire and who do not report to work in the appropriate attire will be sent home to change and return to work. The time required to return home to change and return back to work will not be paid as admin leave nor as paid work time.
- D. All customer-contact personnel must wear an official Agency name tag while on duty. The name tag will be furnished by the Agency. The name tags should be worn on the left side of the employee's garment at chest level provided no damage will result to the garment. If there is a potential for damage, the name tag will be worn on any front portion of the garment from the waist up. Replacement name tags will be furnished by the Agency at no cost to the employee unless loss or damage is due to employee negligence.
- E. The Agency will initially provide all customer contact employees two polo shirts. After six months employees will be provided an additional polo shirt. Employees are responsible for requesting the additional shirts.
- F. Brown or black shoes are not mandatory, but are recommended colors. Employees must wear a belt that should match the shoes. Belts may not be worn with large belt buckles.
- G. Male employees are required to wear their polo shirts tucked into their pants. When working outside in warm to hot weather, male employees may wear their shirts outside their pants. Female employees may wear their shirts outside their pants.
- H. All collars on polo shirts will be worn down. No employee 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 employees.

Section 4. Authorized Exceptions.

- A. Employees in Outdoor Living or in warehouse positions may wear blue jeans or khaki-colored shorts.
- B. Pregnant employees may wear a dark blue maternity top.

Section 5. Cancellation Clause.

The parties agree that should the above standardized attire for customer contact employee not produce the desired results, the only obligation the Agency will have concerning the discontinuance of the standardized attire is to provide the Union with a 14 day calendar notification at the National level prior to discontinuance of the standardized attire.

Section 6. Food Service Employees.

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 Agency will provide the new uniform items to the affected employees to wear.

ARTICLE 33

FOOD FACILITY EMPLOYEE MEAL ALLOWANCE

Section 1. All employees assigned to food activities who work 3 or more hours per shift period will be furnished the following:

- A. Purchase of food at the rate of 50% of the regular retail price while on duty.
- B. Free coffee, tea, and soft drinks in unlimited quantities.
- C. The purchase of discounted food is limited to one meal per scheduled shift.
- D. The above does not extend to retail convenience items.

Section 2. The employee must consume any food or beverage on the premises during his regular paid break and meal periods as directed by his supervisor, or during any other period authorized by the food activity manager for the purpose of utilizing the provisions of this Article.

Section 3. Employees shall not, under any circumstances, consume food or drink in any amount, whether to be thrown out or otherwise disposed of, except in accordance with the above provisions.

ARTICLE 34

ADVERSE WEATHER CONDITIONS AND FACILITY CLOSURE

Section 1. When Post or Base activities are curtailed, Exchange activities may not necessarily be affected. Should the Agency determine that a curtailment of its operations is necessary volunteers will be sought first. Employees who are required to work or remain at the work site beyond their regular scheduled hours shall receive full pay and benefits. In the event employees are stranded due to installation lock down

or other reasons beyond the Agency's control it will make a good faith effort to arrange for meals and lodging.

Section 2. When extreme temperatures cannot be controlled, the Agency will promptly take necessary administrative procedures to protect employees from an unhealthy work environment.

Section 3. Facility closures will be addressed as follows:

- A. When the temporary closing of all or part of an Exchange activity is within the control of management, and a decision is made that the employee will not be required to work the entire period will be charged to administrative leave.
- B. When an Agency facility is forced to close due to military necessity, weather conditions such as floods or severe storms, acts of God, or other events beyond the control of management, the Agency will attempt to provide 24-hour notice of a closure. Employees will work all scheduled hours prior to closure. Scheduled hours not able to be worked due to the closure, up to 24-hours after notice, will be paid administrative leave. If the closure starts or continues after the 24-hour notice period employees would be placed on annual leave (with or without the consent of the affected employee). If an affected employee does not have sufficient leave credit the employee may be placed on LWOP.
- C. In either situation, when an employee is already on approved annual or sick leave at the time the activity is closed he will not be placed on administrative leave for any period covered by the previously approved annual or sick leave.

ARTICLE 35

HEALTH AND SAFETY

Section 1. The Agency shall, consistent with applicable laws, executive orders and regulations (such as Occupational Safety and Health Administration (OSHA)), be responsible for furnishing and maintaining for employees places and conditions of employment that are free of recognized hazards that are causing or likely to cause work-related death, injuries or occupational illnesses to the employee. The Union has the right to make recommendations and suggestions on problems and general interest matters to Management through the applicable Safety and Security Specialist or technician concerning safety and health. The Agency agrees to give such suggestions due consideration, and a written response will be provided. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Agency shall, in accordance with Executive Order 12196 and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 C.F.R. 1960) assure that all employees and/or Union officials/stewards participating in activities under this Article including training provided for by Executive Order, the basic program elements, the local safety health program and provisions of this Article, shall be granted official time for this participation.

Section 3. Safety education is an integral part of any accident prevention program. The Agency agrees that safety education and training will be provided consistent with Exchange Operating Policy (EOP) 17-1, Occupational Health and Safety Program.

Section 4. Upon request the Agency shall use and provide to the Union copies of Material Data Safety Sheets (MDSS), if available, for products used or handled by employees which contain hazardous chemicals. The MDSS will be used along with environmental sampling and other available toxicity information and the ESM on Hazardous Materials for employees' training and protection.

Section 5. Unsafe and unhealthy working conditions must be reported to the first-line supervisor in charge of the work site. The supervisor will examine the hazard and correct it or if not in his control to make an on-site correction, will promptly advise higher authority of the hazard. Any employee or steward is authorized to request an inspection of the work place when he believes that an unsafe or unhealthy condition still exists. Such inspection will be made within 3 workdays for potentially serious hazards, or within 20 workdays for other conditions. The Agency agrees to post notices of hazardous conditions discovered in an inspection of the work place made pursuant to the Basic Program Elements for Federal Employee Occupational Safety and Health programs (29 C.F.R. 1960). This notice shall be posted at or near the location of the hazard and shall remain posted for 3 workdays or until corrections are made, whichever is later. Such notices shall contain a warning and description of the unsafe and unhealthful working conditions and interim protective measures. The Agency agrees to initiate prompt abatement of unsafe or unhealthy working conditions. Abatement plans will be designed to correct the conditions at the earliest time possible. Employees exposed to conditions requiring a hazard abatement plan will be informed of the plan. Where the Agency does not have control over work location, it will protect employees by taking administrative measures.

Section 6. A workplace will be inspected when a report of unsafe conditions is made or when a request to re-inspect a condition under abatement or a reported serious violation is made. In any event, all work places must be inspected at least once a year. When a work place inspection is conducted by the Agency's safety representative or by an outside agency such as OSHA or NIOSH, the Union shall have the opportunity to accompany the inspector during the course of the inspection. During the course of any such inspection, any employee(s) or the Union may bring to the attention of the inspector any unsafe or unhealthful working condition.

Section 7. No employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an Agency occupational safety and health program.

Section 8. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm immediately or before there is sufficient time for the imminence of such danger to be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available, higher-level supervisor. If the supervisor believes the condition or corrected condition does pose an immediate danger, then the supervisor shall request an inspection by the Agency's Safety and Security Technician or Specialist (SST or SSS) as well as contact the Local Union safety representative, who shall be afforded the opportunity to be present at the time the inspection is made. Should the SST or SSS decide the condition does not pose an immediate danger and give an instruction to return to work, continued refusal by the employee at this point would be justified, if there was a reasonable basis for the employee to believe that imminent danger was present.

ARTICLE 35 (Cont.)

Section 9. No employee shall be required to work in areas where it has been determined that conditions exist which could be hazardous or detrimental to health without proper, personal protective equipment. Management at the local work place will furnish such equipment and decide for which employees it will be furnished. The Local Union may offer recommendations to Management concerning the furnishing of, and adequacy of any equipment of this nature. Such recommendations will be given

serious consideration by Local Management. Should Management decline to furnish certain safety equipment to certain categories of employees, the Union shall have a right to request negotiations on the matter. Employees are required to wear and reasonably care for all safety clothing and equipment furnished by the Agency.

Section 10. Fire extinguishers will be readily accessible in all work locations and will be of the class necessary to respond to the type(s) of fires which may occur at each location.

THE FOLLOWING SECTIONS DEAL WITH HEALTH AND SAFETY RELATING TO EMPLOYEES IN SPECIAL SITUATIONS:

Section 11. FOOT PROTECTION:

- A. Employees assigned to work in exchange or distribution facilities will be provided safety shoes.
- B. The Agency will pay an amount of \$200 every two years to go towards the purchase of protective footwear for employees assigned to duties which present foot injury hazards.
- C. Employees required to wear protective footwear will be instructed to obtain approved safety shoes.
- D. The employee will get an original sales receipt, signed by a representative of the shoe supplier and present it to the appropriate Management official within 21 calendar days of the purchase. The receipt must contain a statement that the shoes meet the requirements of ASTM International Standards.
- E. Employees will be reimbursed for the actual cost of safety shoes, including tax, not to exceed \$200. Approval to exceed this cost on an exception basis must be obtained from the exchange or distribution center manager. Reasons to exceed the established dollar limit include medical conditions requiring orthopedic footwear or the non-availability of approved protective footwear for under \$200. Employees who are issued or reimbursed for protective footwear will sign uniform receipt, Exchange Form 1650-12. The receipt will be kept in the employee's field personnel file and updated when unserviceable footwear is replaced.

Section 12. PUBLIC/CUSTOMER CONTACT EMPLOYEES:

- 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 protection of personnel and property is the responsibility of the installation commander. However, the Agency 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 Agency money.
- D. Any employee who is directed to transport Agency property in his own privately-owned vehicle may decline to do so. Any employee who transports Agency property in his own privately-owned vehicle is entitled to, and will be given, reimbursement of costs due under appropriate regulations.

Section 13. The Parties agree to continue or establish, at the local level, health and safety committees to be comprised of equal numbers of Union and Agency members. Each committee will have 2-4 members representing each party. The committee will meet quarterly or more frequently to resolve problems arising

between quarterly meetings. Written minutes will be kept and made available to each committee member. The functions of the committee are:

- A. To discuss compliance with the provisions of applicable public laws, executive orders and implementing regulations;
- B. To review accidents or health hazards, including reports as to actions taken to eliminate future such incidents;
- C. To identify and recommend areas for health and safety training;
- D. To review inspection reports and recommend measures for the elimination or control of hazardous conditions;
- E. To investigate serious accidents whenever the committee determines it is appropriate.

In the event a problem is not resolved locally (and the committee, by majority vote, elects to do so), the problem can be elevated to the level of National recognition to the respective Spokesperson at that level. The Spokesperson will meet and confer on the problem and if it cannot be resolved through their efforts, either party may request that an investigation be conducted by the direct representative of the Chief, Safety and Security Division; and if then not resolved, to the Department of Defense Assistant Secretary for Force, Management and Personnel (FM&P). If no relief is granted at either of these levels, the Department of Labor will be requested to conduct the final investigation. Notwithstanding the above, nothing herein shall preclude any employee or the Union from exercising their rights under the law or seeking redress in any forum.

ARTICLE 35 (Cont.)

Section 14. The Agency supports a safe workplace environment. Employees are encouraged to move, stand, stretch and vary tasks to avoid health issues associated with staying stationary for long periods of time. Employees are also encouraged to report any safety or health issues to their first line supervisor. Individuals may request in writing reasonable accommodations for their work areas as set out in the Reasonable Accommodation Policy.

Section 15. In response to reasonable employee complaints, the Agency shall make or cause to be made regular and periodic industrial hygiene studies of environmental conditions which may impair employee health including excessive noise, dust, vapors and other potentially harmful conditions. An employee's medical report will be made available to such employee or that employee's designated representative upon request. Industrial hygiene reports will also be made available to the Union upon written request.

Section 16. The Parties agree that the following subjects shall be subject to supplemental bargaining at the local level:

- A. Procedures for employees to take flu shots where provided by local military or civilian organizations;
- B. Procedures for providing transportation for employees who may be injured or become ill on the job and how such illness, if not job-related, will be charged to sick leave;
- C. Procedures for notifying employees of workers' compensation and for assisting employees injured on the job in filing claims for benefits;
- D. Procedures for using existing health facilities and where not available, first-aid stations, and for providing first-aid kits;

- E. Training for adequate numbers of employees, at Agency's expense, in the techniques of cardiopulmonary resuscitation (CPR) and the procedures by which such trained employees can be contacted in event of an emergency;
- F. The subject of clean and adequate lunchroom and/or break room facilities with the understanding that the Agency agrees to furnish clean and adequate facilities (including the option to utilize retail food service eating areas, if necessary);
- G. Individual lockers for employees;
- H. Adequate and sanitary toilet and washroom facilities, with sufficient hot water and towels for employees whose work involves contact with dirty materials, with the understanding that Agency agrees to furnish such supplies as necessary.

Section 17. Employees assigned to work with extremely dirty or hazardous materials shall be provided sufficient time during working hours to wash-up before meals and prior to leaving. This entitlement applies to all types of exchange activities (e.g. warehouse, distribution centers, and automotive facilities) and may be negotiated in a Supplemental Agreement under guidelines established in Article 4.

Section 18. EMPLOYEES WHO WORK IN AND AROUND WAREHOUSE AREAS:

- 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.

ARTICLE 36

TOOLS, EQUIPMENT AND PROPERTY

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

Section 2. Employees will be responsible for the proper use of any Agency provided tools and equipment. Employees will advise their supervisor of any mechanical or other problems effecting the safe and efficient use of Agency provided tools or equipment.

Section 3. CPP mechanics who have used their own basic mechanic tools will continue to do so.

Section 4. At the time an employee separates, the employee will be required to return to the Agency tools, equipment and clothing which were provided by the Agency.

ARTICLE 37

MOTOR VEHICLE OPERATORS

Section 1. The safe operation of a motor vehicle will be in accordance with applicable federal and state laws, and regulations. Motor Vehicle Operator (MVO) will be required to possess valid Commercial Driver's Licenses (CDL) with Double and Triple endorsements. MVO must report any moving violations within 48 hours of the violation, whether on or off duty to a designated management official.

In reporting on the MVO Daily Log, entries will abide by FMCSA rules in §395.8, and must annotate all stops (time and locations) on the driver dispatch sheet when on military installations.

Section 2. "On duty" time is governed by 49 C.F.R 395.2 for purposes of this Master Agreement, "on duty" time includes all time from the time the employee reports for work or is required to be in readiness to work until the time the employee is relieved from work and all responsibility for performing work. For purposes of this Article, an employee is considered to be performing work in the capacity of, or in the employ or service of, the Agency, and therefore to be "on duty" at any time(s) described by 49 C.F.R. 395.2 other than when the employee is relieved of responsibility for the care and custody of the vehicle, its accessories, and any cargo or passengers it may be carrying.

MVO will be provided reasonable flexibility when they take meal periods and rest breaks. In addition to the meal periods and rest breaks provided in Article 24, Sections 7 and 8, and Article 25, Section 7, MVO may be allowed safety break periods which will be logged as "off duty" and noted as "safety break." If the employee leaves the vehicle, MVO will be responsible for securing the vehicle, its accessories, and any cargo or passengers during such break periods.

Nothing herein will relieve the employee from the obligation to immediately report to law enforcement and management any tampering or vandalism of the vehicle, its accessories, or cargo if the employee becomes aware of such disturbance.

Shift differentials will be paid in accordance with Article 16, Section 5.

Section 3. In cases of adverse driving conditions, allowances will be made for additional time necessary to complete the run and alternate routes will be provided so as to foster completion in a safe manner. In the event that a MVO invokes this Section, they shall call their dispatcher; if the dispatcher is unavailable they should contact their MVO Foreman or Second Line Supervisor immediately, and note it on the driver's log. Adverse driving conditions means snow, sleet, fog, other adverse weather conditions, a highway covered with snow or ice, or unusual road and traffic conditions.

When driving in adverse conditions, and continuation of the run would be safer with both team MVO in cab, neither driver's log will be required or permitted to show time in the berth. In such cases, the MVO will notify the Foreman at the time of the adverse driving condition and annotate the driver's log accordingly.

Section 4. Employees are authorized to contact the Agency to discuss problems which arise in exceptional situations. Employees will use fleet mobile communications when available. When means of contacting the Agency are not available, the employee is authorized to exercise discretion in order to continue the assignment in a safe manner. Employees are not required to use their own money or personal cell phone to make contact with the Agency.

Section 5. Travel expenses will be paid in accordance with the existing Joint Travel Regulation (JTR) at the time the trip occurs. MVO will be reimbursed within (4) weeks after the submission of all the proper documentation, such as receipts and logs, related to the specific trip.

Section 6. Assistance may be provided to the MVO to off-load freight based on personnel availability and facility management discretion. The Agency will also provide the proper equipment to the MVO to off-load freight safely, such as a two-wheel dolly. Other material handling equipment may also be available for use at the facility.

Section 7. Motor Vehicle Operator Training

Training may be made available at AFGE represented Distribution Centers (DC) where requirements for MVO have been determined to exist. The training, where offered, will be for current DC employees, and as provided below:

- A. Requirements will be announced to all employees by posting a notice on DC bulletin boards where promotional opportunities are normally posted.
- B. Those employees selected will be provided with appropriate classroom and road training.
- C. Employees successfully completing the training will be considered as meeting the minimum requirements for MVO (Shuttle) position vacancies as they are posted.

Section 8. Vehicle Malfunctions and Breakdowns

When an MVO's vehicle breaks down enroute, the MVO will continue to be compensated as normal from the time of breakdown to the time it's determined that the repairs will be delayed.

Terminal Managers will need to determine the best course of action regarding waiting for the truck to be repaired, based on the length of the delay, or leasing a vehicle to complete the remainder of the route.

If the breakdown causes the MVO to stay in a hotel, the MVO will be compensated his normal time until the end of that administrative day. The following and subsequent day the MVO will be compensated 8 hours regular pay based on the appropriate administrative day and applicable shift differential. Overtime is not paid while the MVO is occupying a hotel.

When a breakdown occurs the Manager will document the hours paid for the administrative day in the remarks section of the log for the timekeeper to process.

ARTICLE 38

NEPOTISM

Section 1. Members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potential for collusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action. Members of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother and half-sister, and grandparents.

Section 2. In connection with personnel actions, management personnel are prohibited from engaging in any conduct or action that might result in, or appear to be, giving preferential treatment to any person.

ARTICLE 39

SUPERVISOR/EMPLOYEE COMMUNICATION

Section 1. The Parties agree that communications between the employee and supervisor are an essential element to the employee-supervisor relationship. It is also agreed that 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 his 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.

Section 2. Normally all communication entries will be made on official Exchange Form, entitled "Supervisor/Employee Communication Record," Exchange form 1100-24. Subject to office space limitations at the employee's workplace, communication sessions will, at all times, be conducted in privacy and in surroundings conducive to a frank and open exchange of ideas. These sessions will only be conducted by supervisors and only for those employees subordinate to them in the supervisory chain.

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

- A. Whenever the supervisor discusses the employee's performance.
- B. Whenever the supervisor documents the employee's special accomplishments.
- C. Whenever the annual performance review is presented to the employee.
- D. Whenever initial career opportunities are presented to the employee.

Section 4. When the need for communication arises the supervisor will inform the employee of the reason for the communication session and, if warranted, suggestions for improvement. The entry will be dated and signed by the supervisor as well as the employee. The entries will not be written on the communication card in advance of the actual session with the employee and will not be made by any person other than the supervisor. The entries will be handwritten or typed only by the supervisor. Should a communication session evolve to an examination or investigation, the provisions of Article 12, Section 7, will apply.

Section 5. Employees who continue to demonstrate poor conduct or performance, or fail to improve following prior communication of such conduct/performance, may be issued appropriate disciplinary action, as provided in Article 41 of this Master Agreement, in lieu of further communication.

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

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

- B. Notations regarding negative performance or behavior, including oral reprimands, will be made on a separate Supervisor/Employee Communication Record. To alleviate the adverse effects against employees who may have had such notations entered on their Supervisor/Employee Communication Record and encourage them to improve their behavior and performance, those entries will be reviewed periodically and removed and given to the employee after one year if there are no entries for a similar or worse infraction or level of performance. If such a later entry is made, both or all adverse entries will be removed or obliterated when 1 year passes without further related negative entries. This provision includes oral reprimands. Employees will be informed of this time limitation for negative entries at the time communication is conducted.
- C. To alleviate the adverse effects against employees whose Supervisor/Employee Communications Record is not properly maintained as required by Section 6 B above, untimely material left on the Communications Record will not be used to support any disciplinary action.
- D. Alterations to communication record entries will be initialed and dated by the employee and the supervisor.

Section 7. The Agency recognizes that it has a responsibility to protect the employee's privacy and the personal information on the communication card. Copies of the communication card will not be given to any other Unit employees. Copies of the communication card will be given to the employee and/or their representative, if requested.

Section 8. Communication records will not be used for the following purposes:

- A. To document employee training instead of using prescribed forms for that purpose. However, entries may be made verifying that training was conducted when those entries are appropriate to the communication.
- B. To make reminder, suspense or information type notes regarding an employee.
- C. To document performance irregularities or other aspects of an employee's performance that aren't discussed with the employee in a communication interview.

ARTICLE 40

EMPLOYEES' ASSISTANCE PROGRAMS

Section 1. The Employee Assistance Program (EAP) offers Exchange employees an opportunity to receive help in dealing effectively with personal problems such as alcoholism, drug abuse and other problems involving family, financial issues and work related problems. When an employee's job performance is perceived to decline and the cause can be attributed to such, the Agency will refer the employee to any of the varied professional services described in EAP pamphlets. These professional services are offered in order to provide affected employees a reasonable opportunity to improve their performance deficiencies, as necessary. Contact the EAP toll-free at (800) 424-5988.

Section 2. Participation in any of the available services offered in the Employee Assistance Program will be voluntary and does not require management approval. Annual leave, sick leave, or leave without pay (LWOP) to take advantage of the EAP services will be granted in accordance with the appropriate leave Articles in this Master Agreement.

Section 3. Referral Steps:

- A. When an employee's behavior suggests that they could benefit from the EAP, management will first inform the employee of the EAP per Section 1 and 2 above.
- B. If the employee's behavior persists, or if the employee indicates they do not want to seek help, the Agency will attempt to persuade the employee to seek help, and may seek the Union's assistance in so persuading the employee.
- C. If the employee's behavior persists, and the employee has not sought assistance, or if the employee's behavior causes concerns for his well-being or the well-being of co-workers, after providing the Union one full business day notice and opportunity to persuade the employee to attend voluntarily, the Agency may then direct an employee to contact the EAP. Any employee directed to contact the EAP will be provided with a reasonable amount of administrative leave to attend up to three meetings with the EAP, provided the employee so requests in advance.

Section 4. All information related to an employee's counseling, problems, or accommodations will be strictly confidential and will not be disclosed except as authorized by the EAP or in writing by the affected employee. The Agency will not use information given by the employee under the EAP in subsequent personnel actions.

Section 5. Nothing in this Section diminishes an employee's right not to divulge information as provided in Article 12 (Employee Rights), or the Employee's obligations to provide information as provided in AR 215-8/AFI 34-211(I).

Section 6. An employee may seek assistance and counsel for alcohol, drug or other legitimate problems without fear of jeopardizing job or promotional opportunities.

Section 7. The Agency will give positive consideration to whether an employee has sought assistance under the EAP and an employee's efforts during treatment and rehabilitation when determining whether disciplinary or non-disciplinary actions will be initiated regarding conduct or job performance.

ARTICLE 41

DISCIPLINARY ACTIONS

Section 1. The Parties agree that the primary purpose of disciplinary action is to promote effective employee use, and recognize the Agency's discretion to determine an appropriate penalty in accordance with Section 2 below. Unless inconsistent with established policy, disciplinary actions shall generally be progressive in nature and fairly relate to the offense.

Section 2. Both Parties further agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations. Disciplinary actions will be taken only for just cause. Degrees of penalties will be based on the seriousness of the offense and the relevant factors pertaining to the case. Authorized disciplinary actions are:

- A. Oral reprimand.
- B. Written reprimand.
- C. Suspension not to exceed 60 calendar days.
- D. Disciplinary downgrade.
- E. Separation for cause.

Section 3. Disciplinary actions will be initiated only after a 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, except in the case of a written reprimand.

Section 4. UNION REPRESENTATION: Employees do not have the right to Union representation during the presentation of any advance notice or final notice of disciplinary action. However, the employee will be given an opportunity to be represented by the Union during any examination by the representative of the Agency in conjunction with an investigation prior to presentation of any disciplinary action if:

- A. The employee reasonably believes that disciplinary action may result from the examination, and
- B. The employee requests representation. The Agency further agrees to post annually on employee bulletin boards, notification of the employees' right to representation by the Union.

Section 5. ADVANCE NOTICES: Advance notice periods for disciplinary actions are as follows:

- A. Oral reprimand—advance notice not required.
- B. Written Reprimand--advance notice not required.
- C. Separation for Cause (with the Agency's charge of dishonesty, criminal conduct, violence or threat of violence)--at least seven (7) calendar days after the date the employee receives the written advance notice.
- D. Suspension--at least 30 calendar days after the date the employee receives the written advance notice.
- E. Disciplinary Downgrade--at least 30 calendar days after the date the employee receives the written advance notice.
- F. Separation for Cause (without charges of dishonesty, criminal conduct, violence or threat of violence)--at least 30 calendar days after the date the employee receives the written advance notice.

Section 6. 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:

- A. Five (5) calendar days of receipt of a seven (7) calendar day advance notice, or
- B. Fifteen (15) calendar days of receipt of a 30 calendar day advance notice.
- C. All time limits referred to in this article may be extended.

Section 7. The employee will be advised of the right to Union representation in responding to the advance notice, or in appealing any disciplinary action imposed, under the following circumstances:

- A. In the case of an oral reprimand.
- B. By written entry within the letter of reprimand, in the case of a written reprimand.

- C. By written entry within the written advance notice, in the cases of suspension, disciplinary downgrade or separation. The Agency further agrees to furnish a duplicate copy of all proposed disciplinary actions to the employee, which will include the heading.

**THIS COPY MAY BE FURNISHED TO YOUR
EXCLUSIVE REPRESENTATIVE, THE AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO.**

Section 8. ORAL REPRIMAND: When the supervisor has determined to issue an oral reprimand, the employee will be advised that he is being reprimanded, the reason for the reprimand, and offered suggestions for improvement to preclude further disciplinary action. The oral reprimand will be documented on the Supervisor/Employee Communication Record. The Communication Record must include the basis for the reprimand and a statement that the employee was advised of the right to Union representation and the right to submit a grievance under the provisions of Article 42 (Grievance Procedure). The employee may make an immediate response on the Communication Record if he so chooses. Should communication of the oral reprimand evolve to an examination or investigation, the provisions of Article 12, Section 7 will apply. The entry will be dated and signed by the supervisor as well as the employee. The signature of the employee does not constitute agreement with the action taken, but only an acknowledgment that the employee received the oral reprimand.

ARTICLE 41 (Cont.)

Section 9. WRITTEN REPRIMAND: The written reprimand will state that the employee may respond, either orally or in writing within 10 days of receipt of the written reprimand. If the employee elects not to respond, a grievance may be filed within 15 days of the date the reprimand is issued. If the employee does respond, and the response is acceptable, the reprimand will be withdrawn. If the reprimand is not withdrawn, the employee will be advised and may file a grievance within 15 days of the date of advisement.

Section 10. DATA REQUESTS: An employee who received notice of proposed disciplinary action will be furnished, upon request, a copy of the written records or access to the video tapes, if any, either of which are within the Agency's control which were used to support the proposal. The employee is entitled to review the tapes insofar as the Privacy Act permits. This will not preclude the Union from exercising its statutory rights to information under 5 USC 7114 (b) (4). As to any records outside the Agency's control, relied upon to support the proposed disciplinary action, the content of those outside records will be furnished.

Section 11. Where an advance notice is required under this Article, 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 if a less severe disciplinary action is imposed, the employee will be provided the written final decision before the effective date of the action. 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.

Section 12. The Union at any location may advise Management of the name and location of a specific Union Representative to contact for representation. If this information is furnished, Management will include it in all written reprimands, and all advance and final notices of suspension, disciplinary downgrade and separation.

Section 13. To the extent that it is within the control of the Agency, if an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of the other employees.

Section 14. RETENTION PERIOD: Records relating to disciplinary actions other than oral reprimands will be retained in the employee's OPF when the disciplinary action becomes final without right of further

appeal. Oral and written reprimands will be retained in the employee's records maintained by the immediate supervisor for not more than one year, provided no similar matters occur.

ARTICLE 42

GRIEVANCE PROCEDURE

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

Section 2. Definition - A grievance means any complaint -

- A. By any employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any employee; or
- C. By any employee, the Union or the Agency concerning-
 - 1. the effect or interpretation or a claim of breach, of a collective bargaining agreement, or
 - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- D. Except that the following matters shall be outside the scope of any grievance procedure:
 - 1. Any claimed violation of Subchapter III, Chapter 73, Title 5, relating to prohibited political activities; or
 - 2. Retirement, life insurance, or health insurance; or
 - 3. A suspension or removal under 5 U.S.C.A. 7532, relating to national security; or
 - 4. Any examination, certification or appointment relating to initial employment; or
 - 5. The classification of any position which does not result in the reduction in grade or pay of an employee; or
 - 6. Separation during probation, except for cause; or
 - 7. Non-selection for a position outside the Unit.
 - 8. Wage, salary, or commission rates and schedules; except as otherwise provided in this agreement.
 - 9. Voluntary personnel actions on the part of the employee.
 - 10. Allegations of discrimination if the EEO process has been invoked.

Section 3. The Agency and the Union agree that every effort will be made by Local Management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or

desirability to the organization. Time during work hours will be allowed for employees and Union Representatives to discuss, prepare for and present grievances. All grievances will be given careful and unprejudiced consideration and will be treated with confidentiality.

Section 4. Common rules for all grievances:

- A. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Either party may raise a question of grievability or arbitrability at any step of the grievance procedure up to and including arbitration. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance. Similarly, claims of a failure to comply with this procedure may be raised as grievability/arbitrability issues.
- B. Time limits at any step of the grievance procedure may be extended by mutual agreement by the Parties. To avoid misunderstandings, this should be done in writing.
- C. Grievances should be resolved at the lowest level. However, there will be times, such as when a higher level supervisor has taken the action being grieved, when a grievance may be more appropriately initiated or responded to at the second or third step.
- D. If any aspect of the grievance procedure is due on a Saturday, Sunday or a holiday, and the Management or Union offices are closed on that day, the Parties agree that the submission will be due to Management or the Union on the next official administrative workday.
- E. Grievances will not be maintained in the employee's Official Personnel Folder except those responding to disciplinary actions which have become final without right of further appeal and will be available only to persons who have a need to know.

Section 5. Grievances must be in writing except for Section 7, Step 1. They shall identify the article violated, how it is violated (the causing action), the individuals affected, the desired remedy, and include all relevant facts and dates pertaining to the situation. Any written format is acceptable, including Appendix B.

Section 6. Application: A grievance under this Article may be undertaken by an employee or by the Union or by the Agency. Whenever the employee chooses to represent himself during the negotiated grievance procedure, the Union has the right to be present. Communications under this procedure shall be to the designated representative. The Union or a representative approved by the Union may represent employees in the negotiated grievance procedure. Any resolution of a grievance must be consistent with the terms of this Master Agreement. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

ARTICLE 42 (Cont.)

Section 7. Employee Grievance Procedure: When grievances are filed by or on behalf of an individual employee or a group of identified individual employees, the following procedures shall be followed:

Step 1 - Informal Grievance: The informal grievance shall first be taken up by the grievant (and representative, if he elects to have one) orally or in writing with the appropriate supervisor, that being the person having the authority to resolve the complaint. The informal grievance must be initiated within 15 calendar days of the day the incident occurred that gave rise to the grievance or within 15 calendar days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. An on-going event that may give rise to a grievance may be grieved at any time, provided that at the time the grievance is filed the event complained of must have last occurred 15 calendar days

before the grievance is filed. A decision will be given to the grievant within 7 calendar days after presentation of the grievance.

Step 2 - Formal Grievance: If the grievant is dissatisfied with the Decision given on the "informal grievance," or if no decision is received within 7 calendar days, and the grievant decides to advance the grievance, the grievance shall be reduced to writing by the grievant and initiated as a formal grievance within 7 calendar days after receipt of the decision on the informal grievance or the deadline for filing a decision, if none is filed. The formal grievance shall be presented by the grievant or his representative to the next-level supervisor. Upon receipt of the formal grievance, the supervisor shall meet with the grievant and the grievant's representative, discuss the grievance, and render a written decision within 7 calendar days.

Step 3: If the grievance is not settled at Step 2 and it is decided that the grievance will be advanced, the grievant or his representative shall forward the grievance to the Principal Management Official for review within 10 calendar days. The Principal Management Official may be any person designated by the Agency who has not decided a prior step. The Principal Management Official will review the grievance, consulting with the Step 2 supervisor if necessary, the grievant and/or the grievant with his Union representative and give the grievant and/or the Union representative his written answer within 10 calendar days after receipt of the grievance.

Step 4: If the grievance is not satisfactorily settled at Step 3, either the Union or the Agency may refer the matter to arbitration consistent with the time requirements of Article 43, Section 2 (Arbitration).

Section 8. Union-Management Procedure.

- A. **Level of Filing Grievances:** Grievances filed by a Local Union will have local application unless mutually agreed otherwise. Grievances filed at the Exchange Headquarters level on matters which affect the Unit generally will have worldwide application unless mutually agreed otherwise. In the case of a grievance which the Union may have against the Agency the processing of such grievance shall be with the PMO or designee at the local level or to the Chief, Labor Relations or designee at the National level. In the case of a grievance which the Agency may have against the Union the processing of such grievance shall begin with the filing of the grievance with the local President or designee, or with the Council President at the National level. The purpose and intent of this section is to provide a grievance process to resolve matters between the Union at the level of recognition and the Exchange Director/CEO, and at the local level.
- B. The Parties' grievances shall be filed within 15 calendar days of the incident giving rise to the issue or the last occurrence of a continuing issue.
- C. The Parties shall meet within 10 calendar days following receipt, to discuss the grievance in an effort to resolve the matter.
- D. If the resolution is not reached in the discussion, the party with whom the grievance was filed shall issue its written decision within 10 calendar days after the discussion.
- E. Within 15 calendar days after receipt of the written decision, the grieving party may invoke arbitration in accordance with Article 43 (Arbitration).
- F. When the Union elects to take a grievance, which could otherwise be filed as an employee grievance, the Union will abide by the 15-day time limit in Section 7, Step 1.

Section 9. Withdrawal.

When the Union has brought a grievance on behalf of an individual, or all employees, the Union may withdraw the grievance at any step of this procedure on a nondiscriminatory basis.

ARTICLE 43

ARBITRATION

Section 1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the initiating party may refer the issue to arbitration within 15 days of the final decision. The parties fully agree to cooperate in any and all arbitration proceedings as provided in this Master Agreement and as required by the Federal Service Labor-Management Relations Statute, 5 USC, Section 7121(b)(2) and (b)(3)(C).

Section 2. Notice referring an issue to arbitration must be in writing and submitted within 15 calendar days following the issuance of the final decision. Communications under this procedure shall be to the designated representative. The notice shall include a description of the specific grievance being referred to arbitration and the name, address and telephone number of the moving party's designated representative in the matter. The Union, or a representative approved by the Union, may represent employees under this Article. Any resolution of a grievance must be consistent with the terms of this Master Agreement.

Section 3. Within 15 calendar days from the date of the request for arbitration, the Party invoking arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of 7 impartial persons qualified to act as arbitrators. The moving party shall be responsible for paying the fee required by the FMCS for providing a panel of arbitrators, which should accompany FMCS Form R-43. The respondent shall sign the form and forward it and the FMCS fee to the FMCS within 10 calendar days of receiving the form. When either party refuses to join in such a request, the other party may proceed in the arbitration process. The moving party will be responsible for contacting, or meeting with, the opposing party within 15 calendar days after receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Parties will each strike one arbitrator's name from the list of 7 and will then repeat this procedure until only one arbitrator's name remains who shall be the Parties duly selected arbitrator. The responding Party shall have the option to either strike first, or offer that opportunity to the opposing Party. If either Party declines to participate in the selection, the FMCS shall be empowered to select the arbitrator.

Section 4. After selection of the arbitrator, the moving Party shall, within 15 calendar days, notify the arbitrator and the FMCS of the arbitrator's selection. A copy of the correspondence shall be mailed concurrently to the respondent.

Section 5. Within 90 days of selection of the Arbitrator, the Parties will schedule a hearing date as early as practical. However, where either party refuses to agree to set a date, or without sufficient cause delays the setting of a date, the arbitrator shall be empowered to set a hearing date. Either party may request a change in the date of hearing up to 10 calendar days prior to the established hearing date. The party requesting such change may do so for only good cause and shall bear any cancellation fee or other such charges levied by the arbitrator. The alternate date selected in place of the original arbitration hearing date shall be jointly agreed upon by the parties before the arbitrator commits to any future hearing date.

Section 6. If any of the above timelines are not met, the grievance shall be deemed to have been withdrawn and cannot be refiled.

Section 7. At the local level, the arbitration hearing will be held within the geographic area of the Local Bargaining Unit on Agency furnished premises during the regular day shift of the basic workweek. At the National level, arbitrator's hearing will be held at the Exchange Headquarters building in Dallas, Texas, during the regular day shift of the basic workweek.

Section 8. Within 10 calendar days prior to the scheduled hearing, the moving party will contact the opposing party in order to agree on a joint submission of the issues and exhibits. If the Parties fail to agree on a joint submission of the issues for arbitration, each party shall submit a separate statement to the arbitrator of the issues and the arbitrator shall determine the issues to be heard. The arbitrator shall hear and accept all relevant and pertinent evidence submitted by both Parties. Should either party request a

transcript, the cost of such will be borne by the party requesting it. If either party initially declines to purchase a copy of the transcript, but subsequently requests one, they will share equally in the cost of such transcript. Except by mutual consent, the arbitrator shall hear threshold and merit issues at the same hearing. The arbitrator shall render an award within 30 calendar days after the hearing. The arbitrator shall have no authority to add to or modify any terms of this Master Agreement. The arbitrator's award shall be final and binding subject to the review procedures of the Civil Service Reform Act of 1978. The arbitrator's fees shall be divided equally.

ARTICLE 43 (Cont.)

Section 9. REPRESENTATIVES: Both the Agency and the Union are entitled to have no more than one lead advocate, one technical advisor, and one other representative present at the arbitration hearing. The union may have no more than two (2) persons at the hearing on official time. These restrictions do not include the grievant. Employees designated to present the Union's case shall each be granted a reasonable amount of official time to prepare for the hearing, and shall be on official time while participating at the hearing. If a designated representative is not on a regular day shift of the basic workweek, the representative's work shift will be changed to a regular day shift of the basic workweek on each day of the representative's participation in the hearing, provided the representative requests such change, in writing to the PMO, no later than 7 calendar days prior to the hearing. The Union representative who conducted the Union's case during arbitration shall be entitled to a reasonable amount of official time for writing a brief, or closing arguments to the arbitrator.

Section 10. WITNESSES: Prior to the hearing the Parties will exchange witness lists and will request the arbitrator to resolve any disputes concerning the necessity of witnesses. Provided the Union's witness list is received no later than 10 calendar days prior to the hearing, the Agency shall make arrangements with the witnesses' supervisor to obtain the release of the witnesses. If the Union fails to provide the witness list within the specified time, it must make appropriate arrangements with the witnesses' supervisor to obtain their release. In order to minimize the witnesses' absence from the worksite, the Union will provide the Agency with the expected order of its witnesses as soon as possible, but no later than the day of the hearing. If a designated witness is not on a regular day shift of the basic workweek, the witnesses' work shift will be changed to a regular day shift of the basic workweek on each day of the witnesses' participation in the hearing, provided the witness requests such change no later than 10 calendar days prior to the hearing. Each witness will return to work upon release by the arbitrator.

ARTICLE 44

DURATION AND MISCELLANEOUS PROVISIONS

Section 1. This Master Agreement will be effective when it has been ratified and signed by the Parties and approved in accordance with the Civil Service Reform Act of 1978.

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

Section 3. During the interval 120 to 90 calendar days prior to the expiration date of this Master Agreement, either party may give written notice of its intention to reopen and amend or modify the Master Agreement. Ground rule negotiations shall begin no later than 60 calendar days after the notice. If such notice is provided, the terms of this Agreement will be continued until a new Agreement is in effect. If no such notice is provided, this Agreement will renew itself for successive 1-year terms.

ARTICLE 45

PUBLICATION OF THE AGREEMENT

Section 1. The Agency will be make the Agreement available to all employees on-line.

Section 2. The Agency will provide a CD of the signed contract for each AFGE location. Thereafter, additional copies of this Agreement will be printed as necessary, with the cost of such printing borne by the requesting party.

IN WITNESS WHEREOF, the authorized representatives of the Parties have entered into this Master Agreement on 30 October 2017 (date of the signature of the last representative to sign).

APPROVED BY DEPARTMENT OF DEFENSE ON NOVEMBER 21, 2017

APPENDIX A

Locations Inclusive in Worldwide Consolidated Unit

1. Exchange Headquarters, Dallas, Texas
 - Excluding all employees in the Office of the General Counsel, Safety and Security Division, Audit Division, Executive Office and military personnel assigned as a military duty, all employees under the supervision of NASJRB.
2. Exchange Europe Headquarters, Germany
 - Excludes aliens and non-citizens of the United States.
3. Aberdeen Proving Ground/Edgewood, Maryland
4. Altus Air Force Base Exchange, Oklahoma
5. Brooks Air Force Base Exchange, Texas
6. Camp Roberts, California
7. Charles E. Kelly Depot, Pennsylvania
 - Includes Airport Annex, Greater Pittsburgh Airport
8. Eglin Air Force Base Exchange, Florida
9. Ellsworth Air Force Base Exchange, South Dakota
10. Fort Campbell Exchange, Kentucky
11. Fort Carson Exchange, Colorado
 - Includes eligible employees at NORAD-CMC, Cheyenne MTM Complex, Colorado Springs, Colorado, and Pueblo Army Depot, Pueblo, Colorado
12. Fort Drum Exchange, New York
13. Fort George G. Meade Exchange, Maryland
 - Includes Fort Detrick, Maryland and Fort Richie, Maryland
14. Fort Gordon Exchange, Georgia
15. Fort Greely Exchange, Alaska
16. Fort Hood Exchange, Texas
 - Includes Central Region Equipment and Facilities Field Office located at Fort Hood
17. Fort Huachuca Exchange, Arizona
18. Fort Hunter-Liggett Exchange, California
19. Fort Jackson Exchange, South Carolina
20. Fort Knox Exchange, Kentucky

- Includes eligible employees at Indiana Army Ammunition Plant, Charlestown, Indiana and Blue Grass Army Depot, Lexington, Kentucky
- 21.** Fort Leavenworth Exchange, Kansas
 - 22.** Fort Riley Exchange, Kansas
 - 23.** Fort Stewart Exchange, Georgia
 - Includes Hunter Army Air Field
 - 24.** Guam Exchange, Guam
 - Excludes aliens and non-citizens of the United States
 - 25.** Homestead Air Force Base Exchange, Florida
 - 26.** Hurlburt Field Exchange, Florida
 - 27.** JB Anacostia-Bolling Exchange, Washington DC
 - 28.** JB Andrews Air Force Base Exchange, Maryland
 - Includes Davidsonville Site Exchange, Maryland
 - 29.** JB Charleston Exchange, South Carolina
 - 30.** JB Elmendorf-Richardson Exchange, Alaska
 - 31.** JB Lewis/McChord Exchanges, Washington
 - Includes Fort Lawton, Washington; Madigan General Hospital, Washington; Vancouver Barracks, Washington; Yakima Firing Center, Washington; Portland Airport Branch, Portland, Oregon; Renton USAR, Washington; Fairchild Air Force Base Exchange, Washington; and Air Training Command Survival School, Washington.
 - 32.** JB McGuire-Dix-Lakehurst Exchange, New Jersey
 - Includes eligible employees at Pomona ADC, New Jersey
 - 33.** JB San Antonio Exchange (Lackland-Randolph-Sam Houston), Texas
 - Includes Camp Bullis and Canyon Lake
 - 34.** JRB Ft. Worth Naval Air Station, Texas
 - Includes all eligible employees under the supervision of NASJRB Exchange located at the Exchange Headquarters, Dallas, Texas
 - 35.** Keesler Air Force Base Exchange, Mississippi
 - 36.** Kirtland Air Force Base Exchange, New Mexico
 - 37.** Laughlin Air Force Base Exchange, Texas
 - 38.** Luke Air Force Base Exchange, Arizona
 - 39.** MacDill Air Force Base Exchange, Florida
 - 40.** Malmstrom Air Force Base Exchange, Montana
 - Includes eligible employees at Gore Hill National Guard, Montana; Fort Harrison Site, Montana

41. March Air Force Base Exchange, California
42. McClellan Park Exchange, California
43. Mountain Home Air Force Base Exchange, Idaho
 - Includes Gowen Field, Idaho
44. Nellis Air Force Base Exchange, Nevada
 - Includes eligible employees at Lake Meade Annex, Las Vegas, Nevada; and Indiana Springs Air Force Auxiliary Field, Las Vegas, Nevada
45. Okinawa Area Exchange, Okinawa
 - Excludes aliens and non-citizens of the United States
46. Patrick Air Force Base Exchange, Florida
 - Includes eligible employees at Camp Blanding, Florida; Cape Canaveral AFS, Canaveral Space Center, Florida; and Port Canaveral, Cape Canaveral, Florida
47. Peterson Air Force Base Exchange, Colorado
48. Picatinny Arsenal, New Jersey
49. Presidio of Monterey, California
50. Redstone Arsenal, Alabama
51. Robins Air Force Base Exchange, Georgia
52. Sacramento Air Depot, California
 - Includes Army Ammunition Plant, Nevada and Sierra Army Depot, California
53. Scott Air Force Base Exchange, Illinois
 - Includes St. Louis Post Exchange and Granite City Post Exchange
54. Shaw Air Force Base Exchange, South Carolina
55. Sheppard Air Force Base Exchange, Texas
 - Includes eligible employees at Lake Texoma Recreation Annex, Building 5516, Whitesboro, Texas
56. Tinker Air Force Base Exchange, Oklahoma
57. Travis Air Force Base Exchange, California
58. Tyndall Air Force Base Exchange, Florida
59. US Military Academy Exchange, New York
 - Includes Stewart Army Subpost, New York
60. Utah Exchange (Formerly Hill Air Force Base Exchange) Utah
 - Includes Defense Depot, Ogden, Utah
61. Waco Distribution Center, Texas
62. West Coast Distribution Center, California

63. Whiteman Air Force Base Exchange, Missouri

APPENDIX B

GRIEVANCE FORM

THRU: CASE NO. _____

DATE _____

TO:

1. Grievant' s Name _____
2. Job Title & Grade _____
3. Work Section _____
4. Date Submitted At 1st Step _____
5. Date Grievance Occurred _____
6. Date of 1st Step Reply _____

NATURE OF GRIEVANCE

On the date indicated above, a grievance occurred which I presented to my supervisor. His reply was not satisfactory to me, and I, therefore, irrevocably elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure. The following specific Articles and Sections of the Agreement and, if applicable, provisions of, regulations, were violated:

FACTS SURROUNDING MY GRIEVANCE ARE:

(Use Additional Sheets as Needed)

CORRECTIVE ACTION DESIRED: _____

I hereby designate AFGE Local _____ as my representative in this matter.

Signature of Grievant _____

Signature of Steward or Representative _____

CC: Chief, Personnel Branch

APPENDIX C

SUPERVISOR'S STATEMENT

This is to certify that on (Date) the grievant and his assigned Steward (or Representative) discussed the grievance described on the reverse side with me. I received this grievance form on (Date). I was/was not able to resolve the grievance for the following reason(s):

(Use Additional Sheets as Needed)

DATE COPY FURNISHED TO GRIEVANT: _____

DATE COPY FURNISHED TO STEWARD: _____

SUPERVISOR'S SIGNATURE: _____

TITLE: _____

DATE: _____