

INTRODUCTION

ARTICLE 1-RECOGNITION AND COVERAGE

Section 1 – Exclusive Representative

Laborers' Union local 169 is recognized as the sole and exclusive representative for all of those previously certified non-supervisory employees, WG and GS, employed by the Defense Commissary Agency, NAS Fallon Commissary, Fallon, Nevada. These employees are all employees employed by the Commissary excluding management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, casual employees, guards and supervisors as defined by the Civil Service Reform Act (CSRA) of 1978. The parties agree that should the Union request the Federal Labor Relations Authority (FLRA) to include subsequently organized employees in the consolidated unit, such FLRA certification will not be opposed by the Department if the unit would otherwise be considered an appropriate unit under the law. Upon certification of FLRA, such groupings automatically come under this Agreement.

Section 2 – Union Role

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit.

Section 3 - Employee Representation

A. DeCA recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. DeCA will not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions.

B. The Union will be given the opportunity to be represented at all formal discussions (including those held with other employee organizations) affecting personnel policies, practices, or working conditions. This is not intended to include routine work assignments.

Section 4 - Unit Clarification

A. The Union will be pre-decisionally involved in bargaining unit determinations for position changes and establishment of new positions. When a position changes, and the parties do not agree over whether the position(s) is/are inside or outside the unit, the parties are encouraged to utilize the Alternate Dispute Resolution (ADR) process. If still unresolved, either party may file a Clarification of Unit (CU) petition with the FLRA. If the position previously has been in the bargaining unit, the employee and/or position will

remain in the bargaining unit until a decision is issued on the petition.

B. If after pre-decisional involvement, Management determines that a new, unencumbered position is outside the bargaining unit, the parties are encouraged to first attempt to resolve any disagreements through ADR methods. If no agreement is reached, the Union may file a CU petition through the FLRA.

ARTICLE 2 - GOVERNING LAWS AND REGULATIONS

Section 1 - Relationship to Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees shall be governed by applicable Federal statutes. They will also be governed by Government wide regulations in existence at the time this Agreement was approved.

Section 2 - DeCA Regulations

Where any regulation conflicts with this Agreement and/or a Supplemental Agreement, the Agreement shall govern.

ARTICLE 3 – PARTNERSHIP, LABOR-MANAGEMENT COLLABORATION

Section 1 - Purpose

A. Partnership involves the design, implementation, and maintenance of a cooperative working relationship between Labor and Management through maximum pre-decisional involvement in order to achieve common goals. Management and Union leadership must be committed to the principles upon which Partnership is based in order for this effort to be successful.

B. The structure, nature, scope, and operation of partnerships will be jointly determined by Management and Union officials in accordance with the principles in Section 2. All partnerships will use consensus decision-making and will consist of equal numbers of Union and Management members. Top Management and Union leaders should fully participate in the activities of Partnership, preferably as members of the Partnership Council.

Section 2 - Principles

Management and Labor shall be committed to work at all appropriate levels to establish and improve effective Partnerships which are designed to ensure a quality work environment for employees and more efficient customer service.

The principles, which guide this effort, include:

- A. Pre-decisional involvement,
- B. Responsibility shared equally,
- C. Identification of problems,
- D. Sharing of information,
- E. Finding solutions,
- F. Use of alternate dispute resolution, interest-based problem-solving techniques, and facilitation,
- G. Integration of interests,
- H. Union and management working together on committees such as, but not limited to, joint training programs, and work groups to address issues of mutual interest. The Union will have the right to select its representative(s) for such committees and work groups,
- I. Cooperation,
- J. Mutual respect,
- K. Open communication,
- L. Trust,
- M. Minimizing or eliminating collective bargaining disputes, and
- N. Publicizing partnership successes at all levels.

Section 3 - Scope

The scope of partnership will include issues raised by either party regarding:

- A. Matters involving personnel policies, practices, and working conditions.
- B. In accordance with Executive Order 1287, if and when whoever should decide as proved by lawful operation to implement the order or any similar order, numbers, types, and grades of employees as well as methods, means, and technology of work.
- C. By mutual consent, the parties may fulfill the collective bargaining obligation through Partnership.

Section 4 - Training

To achieve optimum results from Partnership, the best interests of both parties are served by continual and joint Labor/Management training. The need for and the type of training will be determined by the Partnership Council.

Section 5 - Duty Status

While participating in Partnership activities, all bargaining unit members will be considered on duty status and not on official time. In the event these activities are conducted beyond normal duty hours, members will be compensated in accordance with applicable law.

Section 6 – Expenses

Expenses will be determined by both parties on a case-by-case basis.

ARTICLE 4 - LABOR-MANAGEMENT TRAINING

Section 1 - Union Sponsored or Requested Labor-Management Relations Training

A. The parties agree that Union sponsored labor-management relations (LMR) training is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling and information relating to Federal personnel/labor relations laws, regulations, and procedures). Training which relates to internal union business will not be conducted or attended on official time.

B. Management personnel responsible for work scheduling will be given appropriate and adequate notice, to include specific agendas, of scheduled LMR training for maximum attendance.

C. The maximum amount and use of official time for labor-management relations training, other than joint labor-management relations training, is 40 hours per representative per year, and up to an additional 24 hours per year for a new representative.

Section 2 - Joint Labor Management Training

A. The Union and DeCA may develop a local LMR training plan, which could consist of Interest Based Bargaining, Alternative Dispute Resolution, Total Quality Improvement Partnership, communication skills, etc.

B. LMR training will be recorded in each employee's individual training record.

C. Participants in joint LMR training will be on duty time. LMR training will normally be presented jointly unless training is conducted by a mutually agreed upon third party. The parties may develop a joint train-the-trainer/facilitator program.

D. Management is encouraged to give recognition to individuals or groups who materially advance the process of LMR training (e.g. certificate).

E. Normally, Management will ensure that appropriate resources are made available for joint LMR training.

F. Parties are encouraged to share training materials or experiences to nurture better LMR training.

ARTICLE 5 - ALTERNATIVE DISPUTE RESOLUTION

Section 1- Commitment

Parties are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to foster a good labor/management relationship. Union and Management at all levels should be committed to the use of ADR problem-solving methods as a priority to resolve disputed matters. Training, as needed, in principles and methods of ADR will be provided by a mutually agreed upon outside source.

Section 2 - Definitions and Intentions

A. ADR is an informal process which seeks early resolution of employee, union, and management disputes.

B. The ADR process must be jointly designed by Union and Management. ADR should be effective, timely, and efficient. It should focus on conflict resolution and problem solving and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary.

C. Parties agree to ongoing evaluation to improve the process.

Section 3 - Rights and Responsibilities

A. Parties have the responsibility of informing employees and management officials of the ADR option to resolve disputes. ADR should be undertaken in good faith and not circumscribed by formal rules and regulations.

B. Employees may utilize the ADR process to resolve individual concerns with the mutual consent of Union and Management. However, the parties agree to encourage the use of ADR except for the most egregious or frivolous matters.

C. Disputes resolved by ADR are final when written and signed. Union and Management will have the right to participate in all stages of the ADR process. This is in addition to an employee's right to union representation.

D. ADR resolutions shall not set precedent unless agreed to by the parties. Resolutions under ADR cannot conflict with or supersede agreements between the parties.

Section 4 - Implementation

A. ADR agreements must state the objectives of all parties as well as a commitment from all parties to resolve their disputes in a non-adversarial environment.

B. Parties shall jointly adopt an ADR problem-solving method that will include mutually agreed upon third parties. ADR methods may include but are not limited to early neutral evaluation, mediation, interest-based problem solving, peer review, conciliation, facilitation, and neutral fact-finding.

C. ADR methods may be used prior to or during a grievance/arbitration or statutory appeal. In the use of ADR processes, contractual time frames will be stayed by mutual agreement. Statutory time frames cannot be stayed.

ARTICLE 6 - CLASSIFICATION

A. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series, code, and grade.

B. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment and upon request.

C. Position descriptions will be kept current and accurate, and positions will be classified properly. Changes to a position will be reviewed by a classifier and incorporated in the position description when needed to assure that the position is correctly classified/graded to the proper title, series, and grade. Incidental changes may be made in the form of pen and ink notations on the position description as requested by management. When the term "performs other duties as assigned" or its equivalent is used in a position description, the term is mutually understood to mean "tasks that are related to the position and are of an incidental nature." Position descriptions will be provided to the Union, upon request.

D. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the Human Resources Manager or appropriate staff member who will explain the basis for the classification/job grading. An employee and/or the Union, upon request, will have access to the position description, evaluation report, if available, organizational and functional charts, and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. When a desk audit is conducted it will be completed within 90 days of the Union or employee

request. This time frame may be extended by mutual consent. As appropriate, desk audits will be performed at the employee's workstation. If the employee still believes there is an inequity, an appeal may be filed through appropriate channels. An employee may file a classification/job grading appeal at any time through appropriate channels whether or not this informal classification review process was followed.

E. Management will meet and confer with the Union on procedures pertaining to systematic position classification and special maintenance reviews.

F. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated, and classified according to series, title, and grade.

G. No position(s) will be downgraded without a thorough review. For a downgraded position, the employee's pay and grade will be maintained on an incumbent basis in accordance with law and regulations.

H. Delegations of authority for the classification of positions will be specified in Management policies and regulations.

ARTICLE 7 - CONTRACTING OUT

Section 1 - Periodic Briefings

Periodic briefings will be held to provide the Union with information concerning any decisions that may impact bargaining unit employees in the implementation of OMB Circular A-76.

Section 2- Site Visits

DeCA will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by bargaining unit employees. A union representative may attend such a site visit.

Section 3 – Union Notification

When DeCA determines that unit work will be contracted out, DeCA will notify the Union to provide them an opportunity to request to negotiate impact and implementation as appropriate.

Section 4 – Employee Placement

When employees are adversely affected by a decision to contract out, DeCA will make maximum effort to find available positions for employees. This effort will include:

A. Giving priority consideration for available positions within the affected competitive

area.

B. Establishing an employment priority list and placement program, and enter the eligible employees into priority placement program.

C. Paying reasonable appropriate established costs for training and relocation cleared by PPP that contribute to the placement of the employee.

ARTICLE 8 - DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS

Section 1- General

A. A detail is the temporary assignment of a bargaining unit employee to a different position for a specified period of time with the employee returning to their regular duties at the end of the detail. Details are intended only for the needs of the Commissary's work requirements when necessary services cannot be obtained by other desirable or practicable means.

B. Details of one (1) week or more be recorded and maintained in the Official Personnel Folder. When employee initiates a SF 172 amendment to personnel qualification statement or its equivalent and forwards it to the CPO through his/her supervisor.

C. The following procedures shall apply when offering noncompetitive details of ten (10) consecutive workdays or more to both classified and unclassified positions:

1. Management will canvass the qualified employees to determine if anyone wishes to be detailed. If the same number of volunteers as vacancies exist, they shall be selected.

2. If more employees volunteer than vacancies exist, Management will select from the qualified volunteers. Seniority will be the selection criterion.

3. If there are no volunteers, then the least senior qualified employee(s) will be selected.

4. If there are fewer volunteers than vacancies, then the volunteers will be selected and additional persons will be selected as in Paragraph C-3 in this Section.

5. Seniority shall be determined by Service Computation Date (SCD).

6. Management will notify the Union of all details.

D. The procedures in Paragraph C in this Section shall apply except in the following circumstances:

1. When management can demonstrate that the position to which an employee must be detailed requires unique skills and abilities that are not possessed by any other qualified employee, and/or

2. When a bona fide medical or operational emergency requires or precludes the detail of a particular employee.

E. Details of less than ten (10) consecutive workdays shall be on a fair and equitable basis.

Section 2 - Temporary Promotions

A. Employees detailed to a higher graded bargaining unit position for a period of more than thirty (30) days must be temporarily promoted, if otherwise eligible and qualified. If the detail exceeds 30 days, the employee will be paid for the temporary promotion to a bargaining unit position beginning the 31st day. The thirty (30) day provision will not be circumvented by rotating employees into a higher-grade position for less than thirty (30) days in order to avoid the higher rate of pay.

B. Temporary promotions in excess of one hundred twenty (120) calendar days shall be filled through competitive procedures. Temporary promotions of less than one hundred twenty (120) days shall be made in accordance with Section 1 among qualified employees.

Section 3 - Restriction on Lower-Graded Duties

Should the requirements of the mission necessitate a detail to a lower-level position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

ARTICLE 9 - DISCIPLINE AND ADVERSE ACTION

Section 1- Purpose

The parties recognize that fair and constructive discipline promotes the employee/employer relationship. It is also recognized that the earlier and more complete relevant facts about an incident can be established, the better able the parties can make judgments. Disciplinary and adverse actions shall be constructive and for just cause, promote the efficiency of the commissary, and assure due process.

Section 2 - Definitions

A. Disciplinary action, for the purpose of this article, is defined as a suspension of an employee for fourteen (14) calendar days or less or a letter of reprimand.

B. Adverse action, for the purpose of this article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, or a reduction in pay.

C. Informal actions such as oral admonishments, letters of warning, etc., are not

discipline but are intended to correct the conduct before more serious actions are deemed necessary.

Section 3 - General

A. When taking actions under this article, mitigating and aggravating factors will be considered.

B. For other than informal actions or letters of reprimand, there will be a proposing and deciding official. The deciding official will be at least one level higher than the proposing official.

C. Employee will be provided original and one copy of proposals and decisions under this article.

D. When the employer determines that formal disciplinary action may be required to correct misconduct on the part of an employee, the supervisor will obtain available information concerning the alleged misconduct. This may include an investigative interview with the employee. The purpose of the investigation is to ensure relevant facts are known and afford employees the opportunity to explain the basis for their actions. Supervisors are encouraged to inform employees of their right to Union representation in these circumstances. Prior to the commencement of an investigatory examination, the employee will be informed of the purpose of the examination.

Section 4 - Procedures

A. Written Reprimands

Written reprimands shall be maintained as a temporary record on the right hand side of the employee's official personnel folder (OPF) for a period not longer than one year. Based on improved behavior by the employee, the supervisor has the option to remove the reprimand before the one-year period ends.

B. Disciplinary Actions

Employees against whom a suspension of 14 days or less is proposed are entitled to:

1. An advance written notice to enable the employee to understand fully the violation, infraction, misconduct, or offense for which the employee is being charged. The notice will include a description of the offense, times, dates, and events that were the basis for the proposed disciplinary action. Upon request, the employer will furnish the employee, or the designated representative, a copy of all pertinent information, both for and against the employee,

2. A reasonable time, not less than 14 calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of the answer. Extensions of this

time period will be granted for a demonstrated and valid reason if requested in writing by the employee or designated representative. An employee and designated representative will be authorized a reasonable amount of duty time to prepare an answer.

3. Be represented by the Union or other representatives of their choice. Designations will be in writing signed by the employee. Once the designation has been made, all contacts and correspondence will be through the representative.

4. Every effort will be made by management to provide a written decision which includes specific reasons and grievance rights within 14 calendar days of the employees response or, if no response was made, from the end of the response period. Extensions to this time period will be granted for a demonstrated and valid reason if requested orally or in writing by a deciding official or designee.

C. Adverse Actions

Employees against whom an adverse action is proposed are entitled to:

1. At least thirty (30) days advance written notice to enable the employee to understand fully the violation, infraction, misconduct, or offense for which the employee is charged. The notice will include a description of the offense, times, places, dates, and events that were the basis for the proposed adverse action. However, if there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the advance notice period may be less than thirty (30) days. Upon request, the employer will furnish the employee, or designated representative, a copy of all pertinent information, both for and against the employee;

2. A reasonable time, not less than twenty-one (21) calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of the answer. When the crime provision is invoked, the response period may be reduced to not less than seven (7) days. Extensions to the response period will be granted for a demonstrated and valid reason if requested in writing by an employee or designated representative;

3. Be represented by the Union other representatives of their choice. Designations will be in writing by the employee. Once the designation has been made, all contacts and correspondence will be through the representative;

4. Every effort will be made by management to provide a written decision which includes specific reasons and grievance rights within twenty-one (21) calendar days of the employees response; or, if no response was made, from the end of the response period. Extensions to this time period will be granted for a demonstrated and valid reason, if requested orally or in writing, by the deciding official or designee.

Section 5 - Grievance and Appeals

A. Disciplinary actions are grievable through the Grievance Procedure Article 21.

3. Adverse actions may be grieved, or appealed to the Merit Systems Protection Board (MSPB), but not both.

ARTICLE 10 - AWARDS

Section 1 - General

A. In accordance with DeCA 50-8, recognition and incentive awards dated 30 June 1995, DeCA will:

1. Encourage DeCA personnel to improve government operations and support and enhance DeCA and national goals.
2. Recognize and award personnel appropriately, promptly, and on the basis of superior performance, special acts or services, or other personal or group efforts that substantially exceed normal standards or expectations and result in improved federal government productivity and/or services.
3. Administer the incentive awards program in accordance with the Merit System Principles of Title 5, United States Code. Any DeCA Merit employee may nominate their co-workers for all types of awards, either as individuals or as a group. No person will be involved in the approval process of the award that would be considered a conflict of interest. Awards should be presented in a public manner at a ceremony commensurate with the level of the award. The Union will be invited to awards ceremonies held for employees of the bargaining unit.

Section 2 - Types of Incentive Awards May Include the Following:

A. Monetary

- Performance Award
- Special Act or Service Award
- Quality Step Increase
- Time Off Award e.g.: Goal Days
- On The Spot Award

B. Non-Monetary

- Honorary e.g.: Certificate/Memorandum of Appreciation
- Meritorious Medals
- Length of Service, etc.

Section 3 - Suggestion Awards

DeCAD 60-1, IDEAS 30 July 1993, encourages all employees to participate in the IDEAS (Improve Defense Commissary Agency Efficiency and Service) program. The employer will endeavor to process all awards and cost reduction ideas in a timely and

expeditious manner.

ARTICLE 11 - EMPLOYEE RIGHTS

Section 1- General

A. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions conducive to enhancing and improving employee morale and efficiency.

B. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within Management's control.

C. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal nor will an employee be used as an example to threaten other employees.

Section 2 - Rights to Union Membership

Each employee shall have the right to form and join a Union, to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right shall extend to participation in all Union activities including service as officers and stewards.

Section 3 - Rights to Union Representation

A. Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time, consistent with Article 22, Official Time. If the employee cannot be released immediately, the employee will normally be released two (2) hours before the end of their tour of duty. If such release is not made, appropriate relief from time frames will be afforded.

B. The Department agrees to annually inform all employees of the right to Union representation under 5 USC 7114 (a)(2)(B) by postings on official bulletin boards and other appropriate means.

C. In a grievance under this agreement, the employee may choose to be either self-represented or represented by a representative designated by the Union.

Section 4 - Use of Recording Devices

No electronic recording of any conversation, between a bargaining unit employee and DeCA official may be made without mutual consent except for Inspector General investigations or other law enforcement investigations. When a recording is made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of the tape and transcript if one is made. Information obtained in conflict with this Section will not be used as evidence against any employee.

Section 5 - First Amendment Rights

Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 6 - Access to Documentation

Employees have a right to be made aware of and receive copies of any information specific to them personally maintained under their name and/or social security number. This includes any documentation not covered by official records referenced in Article 16 Official Records.

Section 7 - Personal Rights

Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with job responsibilities.

Section 8 - Dignity and Self Respect In Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment, which promote and sustain human dignity and self-respect.

Section 9 - Counseling

Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. It shall not be viewed as disciplinary action.

A. Oral Counseling

When it is determined that oral counseling is necessary, the counseling will be accomplished during a private interview with the concerned employee and Union representative if requested and appropriate. If after such a meeting, the employee is dissatisfied and wishes to pursue a grievance, the employee may proceed to either Step 1 or Step 2 of the grievance procedure. If there is to be more than one Management official involved in a counseling session with an employee, the employee will be so notified in

advance and the employee may have a Union representative at the session.

B. Written Counseling

1. Written counseling will be accomplished in the same manner as specified above, except that two copies of a written statement will be given to the employee.
2. A written counseling for performance may only be retained and used beyond the appeal period of the annual performance rating to support a timely personnel action related to that rating or any timely action taken during that period.

Section 10- Group Meetings

Management agrees that group meetings of employees serve as a useful means of communication and agrees that regular and periodic group meetings may be held to discuss concerns of both the DeCA and employees. The Union shall be notified of such meetings and given the opportunity to attend.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1 - Policy

DeCA and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual harassment), sexual orientation, national origin, age (40 years of age and over), or disabling condition.

Section 2 - Equal Employment Opportunity Program

The Department's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the departmental personnel policy and practice in accordance with applicable law and Government-wide rules and regulations.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

Section 1- Definitions

A. Tour of duty is the hours of the day and the days within the administrative workweek during which the employee is required to perform service on a regular, repetitive basis. The administrative workweek of employees is the calendar week, 0001 hours Sunday through 2400 hours Saturday. Employees should not be scheduled to work more than six of any seven consecutive days. Although work schedules will be for a minimum of one week, longer work schedules currently in effect may continue unless changed by negotiations.

B. The basic workweek of full-time employees shall consist of five eight-hour days. The employee will have two consecutive days off when possible.

C. The basic workweek of part-time employees normally shall consist of 16 to 32 hours, regular or irregular schedule, within the administrative workweek. The employer will attempt to schedule two consecutive days off within the administrative workweek for part-time employees subject to workload requirements.

Section 2 - Meal Period

A. Full-time employees shall be granted, on a non-paid basis, a meal period, scheduled at or near the mid-point of the tour of duty, of at least one-half hour each workday; or, upon an employees request and with the supervisors approval, a meal period of up to one hour.

B. Part-time employees who work six hours or more in a work day will be granted on a non-paid basis a one-half hour meal period scheduled at or near the mid-point of the tour of duty, or upon an employees request and with the supervisors approval, a meal period of up to one hour.

C. When a normal, scheduled meal period is not feasible within a shift, a twenty-minute working meal period shall be permitted and considered as time worked for pay purposes, as long as the employee is required to remain on the work site. Changes in the working meal condition are subject to negotiations.

Section 3 - Breaks

A. Employees working six hours or less will be authorized a total of fifteen minutes of rest during the workday.

B. Employees working more than six hours will be authorized the above fifteen minutes plus an additional fifteen minutes of rest during the workday.

C. If rest breaks are in increments of fifteen minutes, the breaks will be taken at or near the midpoint between the start of the employees work day and the employees meal period, and the midpoint between the employees meal period and the end of the tour of duty.

D. Rest periods will not be scheduled to start at the end of the tour of duty or be a continuation of the meal period and are not cumulative.

Section 4 - Tours of Duty/Scheduling

A. For the purpose of this section, these definitions of terms are used:

1. Established Tour - A tour of duty approved with a specific beginning and ending time.

2. Work Shift - 1st (days), 2nd (evenings), 3rd shift (nights) within a twenty-four (24) hour period.

B. An employee's workweek will usually not extend over more than five (5) days of the period Sunday through Saturday.

C. Except in emergencies, employees will not be required to report to work unless they have had at least ten (10) hours off-duty time between work tours. Exceptions may be made with the approval of the employee and supervisor. This will not preclude work on an overtime basis.

D. Rotation - Scheduled off-tours will be rotated fairly and equitably among affected employees, i.e., day/evening, day/night.

E. Rotation of weekends and holidays will be on a fair and equitable basis. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.

F. Records of weekends and off tours will be kept by management to ensure fair and equitable treatment of employees. These records will be readily available for review.

G. Seniority among employees with comparable qualifications will be the determining factor for access to a preferred tour.

H. Excessive use of overtime in any area will be evaluated by the Union and Management to review staffing options.

I. Shift schedules and areas of assignment will be posted at least fourteen (14) days in advance. Every effort will be made to assure that work schedules will not be for more than six (6) consecutive days for eight hour tours, three (3) consecutive days for twelve (12) hour tours, and four (4) consecutive days for ten hour tours with no less than two (2) consecutive days off. Changes in the above procedures will not be made without consultation with the Union.

J. When change of uniform is required or permitted the Department will provide ten (10) minutes at the beginning and ending of the tour for the employees to change clothes.

K. The NAS Fallon Commissary will permit reasonable clean-up time at the end of each shift for the purpose of returning tools and cleaning up the work areas and machinery as necessary in each work area. No employee shall be required to remain after the end of their shift for the purpose of cleaning up their designated area without compensation.

Section 5 - General Overtime Provisions

A. Overtime shall be distributed in a fair and equitable manner.

B. When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of fifteen (15) minutes.

C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable laws and regulations.

D. Management will make every effort to utilize bargaining unit employees before assigning work that would normally be performed by the bargaining unit employees to non bargaining unit personnel.

E. When employees in a voluntary situation indicate in advance that they will work overtime, Management should have an expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have their name placed at the end of any overtime roster.

F. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two (2) hours overtime pay.

G. The employer agrees to maintain and post accurate records of overtime offered and worked on a current basis.

H. Employees required to work through their non-duty meal period shall be paid for such time.

I. In the event of an extension of a regular work shift into an evening or night work shift for more than a three (3) hour overtime work period, reasonable time will be allowed, when possible, for procurement and eating of food no later than three (3) hours after the overtime starts. Responsibilities while eating will be the same as regularly scheduled employees.

Section 6 - Holiday Work Procedures

A general announcement of intent to have employees work holidays will be posted on employee bulletin boards two weeks in advance of the holiday, unless the store has less notice. When scheduling employees for work on holidays, Management will first ask for volunteers, and will select the number of needed employees by seniority on a rotating basis. If an employee is to be scheduled involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The employer will determine whether an employee is qualified to perform work.

A. Holiday observances for employees are determined as follows:

1. For those employees whose regularly scheduled days off are Saturday and Sunday, and

when a holiday falls on Sunday or Monday, Monday will be observed as the holiday. When a holiday falls on Friday or Saturday it will be observed on Friday.

2. For those employees whose regularly scheduled days off are Sunday and Monday, and when a holiday falls on Sunday or Monday, Tuesday will be observed as the holiday. When a holiday falls on Friday or Saturday it will be observed on that respective day.

3. For all employees, when a holiday falls on Tuesday, Wednesday, or Thursday, it shall be observed on that respective day.

B. In accordance with 5 U.S.C. Section 6103 (a), the following are legal public holidays recognized by DeCA:

New Years Day, January 1

Birthday of Martin Luther King, Third Monday in January

Presidents' Day, Third Monday in February

Memorial Day, Last Monday in May

Independence Day, July 4

Labor Day, First Monday in September

Columbus Day, Second Monday in October

Veterans Day, November 11

Thanksgiving Day, Fourth Thursday in November

Christmas Day, December 25

Additional holidays declared by Congress or the President will also be recognized.

ARTICLE 14 - INVESTIGATIONS

Section 1 - General

As exclusive representative, the Union shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of Management in connection with an investigation if:

A. The employee reasonably believes that the examination may result in disciplinary action against the employee, and

B. The unit employee requests representation.

C. The right to Union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.

D. If any supervisor or management official, in advance of or during the questioning of an employee, contemplates the likelihood of disciplinary action, the employee shall be informed of their right to Union representation prior to further questioning. If an employee in the bargaining unit requests Union representation, Management will reschedule the meeting as soon as possible and the Union will be given the opportunity to

be present.

Section 2 – Investigations

A. Investigations should consider all facts, circumstances, and human factors. An investigation shall be conducted in an expeditious and timely manner.

B. Employees have the right to be represented by the Union while being questioned in a formal investigation or while being required to provide a written or sworn statement. Before such questioning begins or a statement given, employees will be informed of the reasons they are being questioned or asked to provide a statement.

C. If an employee is the subject of an investigation, the employee will be informed of the right to Union representation prior to being questioned or asked to provide a statement. The employee will also be informed of the nature of the allegation(s). Once an employee requests Union representation, except in very rare and unusual circumstances, no further questioning will take place until the Union is present.

D. Supervisors, employees, and Union representatives will not, except as specifically authorized, disclose any information about an investigation. A copy of the statement of the employee may be requested under the (FOIA) by the employee and/or the employee's representative. If no action was taken as a result of this investigation, the employee who was the subject may request the findings under the (FOIA).

E. The subject of an investigation, or the union, may apply for a complete copy of the investigation file under the Freedom of Information Act (FOIA).

F. The statement of employee rights and obligations will be consistently applied throughout the bargaining unit. That statement will be consistent with this Agreement and include the following:

1. The employee's right to representation by the Union
2. The right of an employee to a copy of their personal statement or testimony
3. The right of employees not to incriminate themselves

G. When an employee has requested Union representation in an investigative proceeding, the Union representative may fully and actively represent the employee and is not limited to the role of an observer.

H. An employee's representative shall receive a complete copy of all evidence used to support Management's action. This includes, but is not limited to, copies of all tapes, testimony/transcripts, recommendation and/or findings, and photographs. Management will make every effort to provide additional information requested by the employee's representative. Management will provide a written explanation of any denial of

information requested in a timely manner.

I. The participation of bargaining unit employees on an administrative investigating board will be with the consultation of the Union.

ARTICLE 15 - MERIT PROMOTION

Section 1

Under the merit promotion program, bargaining unit employees are given full and fair consideration for advancement into bargaining unit positions and to ensure selection from the best qualified candidates. Rating plans will be valid and job related. The merit promotion program shall be administered by applicable laws, rules, and regulation.

Section 2

The minimum area of consideration is where the employer reasonably expects to get at least three highly qualified candidates for the vacancy. Vacancy announcements will be posted on the official bulletin board. Announcements will be open for the length of time in accordance with DeCA supplement 1 to 1404.1 and be posted for the entire open period. A copy of the announcement will be given to the Union. Employees will advise their supervisors in writing of specific job opportunities in which they are interested and arrange to be notified if such opportunities are advertised while they are absent, on leave, detail, TDY, or at a training course. The employer will provide a copy of the announcement to the employee upon request. Information regarding the cancellation of vacancy announcements will be posted.

Section 3

Employees are responsible for submitting required application material to the servicing CPO prior to the closing date of the announcement. Official mail may not be used for submission of job applications.

Section 4

If any referred applicant is interviewed, all of the referred applicants will be interviewed.

Section 5

Selections under the merit promotions program will be posted on store's official bulletin board.

Section 6

When an employee fails to receive proper consideration in a promotion action and the promotion decision is allowed to stand, the employee will be considered for the next

appropriate vacancy for which qualified to make up for lost consideration. An appropriate vacancy is a position at the same grade level or promotion potential of the position for which consideration was lost. Promotions will be implemented that are directed by higher authorities to effect corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law.

Section 7

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

Section 8

Union may request the ranking plan under section 7114(b)(4) of the FSLMRS.

ARTICLE 16 - OFFICIAL RECORDS

Section 1- Official Records and Files

No personnel record may be collected, maintained, or retained except in accordance with law, government wide regulations, DeCA regulations, and this Agreement or its Supplements. All personnel records are confidential and shall be known or viewed by officials only with a legitimate need to know for the performance of their duties. They must be retained in a secure location. Employees shall be advised of the nature and purpose of their Official Personnel Folder (OPF) and its location.

Section 2 - Access to Records

A. During normal duty hours, employees and/or their representative(s) designated in writing, shall have the right to examine records personally identified to the employee (e.g. OPF, EEO, evidence files, appeal and grievance records), position descriptions, and classification standards during normal duty hours. Employees, or their representative(s) designated in writing, may receive at no cost copies of personally identified records, which have not been previously furnished. Additional copies will be provided; however, there may be a charge in accordance with the Department fee schedules in effect at the time of request.

B. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed in their Supervisory Work Folder (SWF). Nothing in this record shall negate an employee's right to grieve any matter.

C. Access to personnel records of the employee by the employee and or the designated representative will be granted when requested if such records are maintained on the facility where the employee is located. If the records are not so maintained, the

appropriate POC in the commissary will initiate action to obtain the records from their location within three (3) working days of the request and make them available to the employee and/or designated representative.

Section 3 - Outdated Records

D. All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules.

E. When the Supervisor Work Folder is purged, personal materials provided by the employee shall be returned to the employee (e.g., transcripts, and certificates).

F. This facility will maintain a system of follow-up to assure that any written counseling, disciplinary, or similar action with a time limit on it is removed on the proper date and returned to the employee.

Section 4 – Supervisory Notes

A. Subject of Paragraph C, if supervisors make a personal decision to keep notes on employees, the notes or files: (1) must be absolutely uncirculated, must be maintained in a secure fashion in order to prevent disclosure, and shall be accessed only by authorized personnel.

B. Supervisory notes may only be used to support any action detrimental to an employee if such note(s) made a part of the employee supervisory work folder (SWF) and the employee has access to such notes.

ARTICLE 17 - PERFORMANCE APPRAISAL SYSTEM

Section 1 - Overview

A. Management will strive for continuous improvement in performance to fulfill the Commissary's commitment to providing quality customer service. Accomplishment of the mission is intended to be achieved within an environment that both recognizes the interdependence of employee contributions and promotes teamwork. Improvement in performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate. Consistent with Management's commitment to an environment that promotes teamwork, the cornerstone of performance evaluation will be the accomplishment of group or team objectives.

B. To promote teamwork a simplified performance appraisal system will be employed. The purpose of the performance appraisal system agreed to in this Article is to provide a fair and equitable framework for honest feedback and open, two-way communications between employees and their supervisors. The system focuses on contributions within the scope of the employee's job description in achievement of the overall mission. Accomplishment of objectives is intended to be achieved within a team environment. The performance appraisal system includes an annual written appraisal of achievement

for each employee.

The performance appraisal system will emphasize:

- Continuous communication
- Employee development (rather than being used as a disciplinary tool)
- Administrative simplicity (rather than labor-intensive)
- The evolution of the supervisor's role to coach
- Recognition of special skills and contributions as part of or in addition to regular job duties
- Employee input into group objectives
- Overall employee contributions
- Encouragement of unit and group towards achievement of DeCA's mission

C. An annual rating of "successful" assures employees of eligibility for within grade increases, promotion consideration, and award consideration and serves as a positive, tangible assertion that the employee is a valuable asset to the organization.

The Performance Appraisal System as set forth in this Article is intended to be innovative and evolutionary in nature. Its effectiveness is critical to DeCA achieving its mission.

Section 2 - Policy

In its entirety and application, the Performance Appraisal System must be fair, equitable, and solely related to job performance.

Section 3 - Performance Standards

A. The parties agree that Management will establish and communicate to employees' critical elements and performance standards subject to law and regulations, and this Article. Employee participation or input into the establishment of performance standards will be obtained where needed in collaboration with the Union.

B. The Union will be given a reasonable written advance notice when Management changes, adds to, or establishes new elements and performance standards.

C. Performance standards that assess an employee's manner of performance must be job-related, documented and measurable. There must be a nexus between the expected manner of performance and the expected job results.

Section 4 - Communications

A. An orientation briefing will be provided to all new employees entering on duty by the employee's supervisor, and there will be an oral discussion to explain, clarify, and communicate the employee's job responsibilities as articulated in the employee's position description and or performance plan. The purpose of this discussion is to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and/or performance plan.

B. The supervisor will assure that the employee has an up-to-date position description and performance plan.

C. Subsequent orientation sessions should be held when there is a change in the work situation. Examples may include:

- A change in the supervisor of record,
- When the employee is detailed,
- A change in the work unit's goals or objectives,
- A change in assignments,
- A change in the work processes of the unit, or

When an employee returns from an extended absence of ninety (90) calendar days or more.

D. Informal discussions are a standard part of supervision and should occur throughout an appraisal period.

1. Discussions may be initiated by the supervisor or employee. Discussions may be held one-on-one or between a supervisor and a work group.

2. Discussions should be candid, forthright dialogues between the supervisor and employee(s) aimed at improving the work product. Discussions will provide the opportunity to assess accomplishments and progress and identify and resolve any problems in the employee's or work team's work product. Where indicated, the supervisor should provide additional guidance aimed at developing the employee(s) and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of their work performance.

Section 5 - Uses of the Performance Appraisal System

A. The performance appraisal system is used for making a basic determination that an

employee is successful. It is also the basis for making certain personnel-related decisions.

B. Within-Grade Increases - An employee who has attained a rating of "Successful" and has achieved an "acceptable level of competency" will be entitled to appropriate within grade increases.

C. A rating of "Successful" will be used as the initial factor in determining basic eligibility for consideration of awards, promotions, and other personnel actions.

ARTICLE 18 -TIME AND LEAVE

Section 1 - General

A. Employees will accrue and use sick and annual leave in accordance with applicable statutes, OPM regulations, and this Agreement

B. All leave charges shall be in increments of one-quarter hour. (15 minutes)

C. Employees should request, in advance, approval of anticipated leave.

D. Leave will be denied only for appropriate reasons and not as a form of discipline.

E. No arbitrary or capricious restraints will be established to restrict when leave may be requested.

F. Employees will not be denied leave based solely on their leave balance.

G. For clearly compassionate and appropriate reasons, Management may increase the stated limits applicable to all forms of leave in accordance with government wide regulation and law.

Section 2 - Annual Leave

A. Annual Leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.

B. Use of accrued annual leave is an absolute right of the employee, subject to the right of management to approve when leave may be taken.

C. When two or more employees in the work unit apply for the same period, the employees with the most seniority will be scheduled for leave.

D. Unscheduled leave may be granted to employees to attend to personal business and should be requested at least twenty-four (24) hours in advance. Employees and supervisors are expected to reach complete understanding on whether the request is approved or disapproved and the duration of the leave, if granted.

E. Disapproval of any request may upon request of the Union and the request of the employee be subject to further discussion between the Union and the Employer.

F. Employees who are prevented from working due to interruptions or suspensions of work operations, which arise during their regular shift hours, will normally be assigned to other work. If other work is not available for such employees, the employees will be administratively excused for the remainder of the shift.

G. The Employer may approve changes to previously scheduled annual leave upon employee's request providing another employee's choice is not changed or disturbed, and providing the workload permits.

H. Carryover (restored) leave will be addressed in accordance with applicable rules and regulations.

Section 3. Annual leave Plan

Employees will submit their annual leave plan on DeCA Form 30-14 by 1 February to the appropriate supervisor. The plan will be reviewed and a decision returned to the employee by 1 March. Seniority based on SCD (Leave) will be used when a conflict occurs. (Provisions in effect will stay in effect unless locally negotiated.) Once an employee has made the selection, he/she shall not be permitted to change the selection if such action infringes upon the choice of another employee.

Section 4. Unplanned Leave

Unplanned leave requests will be submitted as soon as the need for leave is known. The supervisor will respond within three (3) working days from the date of the request, or as much notice that was provided to the supervisor, allowing time for the supervisor to make a decision. Unplanned leave will be on a first come, first served basis.

Section 5. Emergency Annual Leave

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

Section 6. – Excused Absence

An employee who is tardy for less than one (1) hour, or an employee who needs to be absent from his/her assigned work for a period of less than one (1) hour, may be excused

without charge to leave or loss of pay at the discretion of the immediate supervisor. In any case where an employee is tardy more than two (2) times during any twelve month period, the supervisor will counsel and advise the employee that further instances of tardiness may result in the employee being carried in an unauthorized leave status for the period of tardiness. Employees not excused for tardiness and charged leave will not be required to work while in leave status.

Section 7 - Sick Leave

A. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences such as when an employee:

1. Receives medical, dental, or optical examination or treatment.
2. Is incapacitated for the performance of duties by sickness, injury, pregnancy, or confinement.
3. Is required to give care and attendance to an immediate family member who is afflicted with a contagious disease.
4. Would jeopardize the health of others by being present on duty after exposure to a contagious disease.

Note: Sick leave is also authorized under provisions of the Family Friendly Leave Act and Family and Medical Leave Act.

B. It is the responsibility of an employee who is incapacitated for duty, to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site, as soon as possible, but no later than two hours after the employee is scheduled to report for duty unless mitigating circumstances exist.

C. An employee who expects to be absent more than one day will inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change. In the case of extended illness, daily reports will not be required where a doctors note indicates a return date, or upon approval of the supervisor.

D. Supervisors should make an effort to accommodate employees who request, in advance, a change in work schedule to meet medical or dental appointments.

Section 8 - Documentation for Sick Leave

A. An employee requesting annual leave, sick leave, or leave without pay for periods of illness of more than three consecutive workdays must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. An employee may justify the request for sick leave:

1. By medical certification from the Department's personnel physician or the employee's personal physician or health care professional, or
2. An employee with a chronic medical condition that does not require medical treatment, but does result in periodic absences from work, will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is not on leave restriction and (2) provides, if requested, an updated valid medical certificate every six (6) months which clearly states the continuing need for the periodic absences.
3. Medical certification must include a statement that the employee was incapacitated for work and date(s) of incapacitation. This will be considered sufficient for medical certification purposes. This applies to sick leave of more than three (3) days.

B. Documents regarding employee absence for sick leave purposes are highly sensitive. Management will ensure that they are maintained in a secure and confidential manner.

C. Where there is substantial reason to believe that an employee is abusing the sick leave entitlement

1. The employee shall be formally counseled and/or immediately placed on leave restriction.
2. The employee may be required to furnish a medical certification for each sick leave application.
3. All such cases requiring medical certification may be reviewed in four (4) months but not later than six (6) months afterward.
4. When abuse ceases, the restriction will be removed, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.

Section 9 - Leave Misrepresentation

No approved leave or approved absence will be a basis for disciplinary action except when it is clearly established that the employee submitted fraudulent documentation or misrepresented the reasons for the absence.

Section 10 - Registration and Voting

Management agrees when the voting polls are not open at least three hours either before or after employees' regular hours of work, employees will be granted an amount of excused leave to vote, or to register to vote, which will permit them to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time. Under unusual circumstances, an

employee can be excused up to a full day. Where release of an employee at the beginning or end of the day would seriously impair operations, the supervisor, to the extent possible, shall make other arrangements to allow the employee a reasonable amount of time during the workday to vote or register to vote.

Section 11 - Employee Absences for Court or Court-Related Services

Except as otherwise modified by applicable law, government wide regulations or other outside authority binding on Management, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding, shall be authorized to attend the judicial proceeding without charge to leave or loss of DeCA salary in the following instances:

1. For jury duty.
2. To appear as a witness on behalf of either party when it involves the Federal, District of Columbia, state, or local government, as in 5 U.S.C. 6322
3. To appear as a witness on behalf of a private party in an official and job related capacity or to produce official records.

ARTICLE 19 - ARBITRATION

Section 1- Notice to Invoke Arbitration

Only the Union or Management may refer to arbitration any grievance that remains unresolved after the final step under the procedures of the Article 21, Grievance Procedure. A notice to invoke arbitration shall be made in writing to the opposite party within thirty (30) calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

Section 2 - Conventional Arbitration Procedure

A. On or after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons to act as an arbitrator. The parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone.) If the parties cannot mutually agree on one of the listed arbitrators, then Management and the Union will alternatively strike one potential arbitrator's name from the list of seven (7) and will then repeat this procedure until one (1) name remains. The remaining person shall be the duly selected arbitrator. The parties will choose lots to determine who strikes the first name. Following the selection, the moving party will, within fourteen (14) calendar days, notify the Federal Mediation and Conciliation Service of the name of the arbitrator selected. A copy of the notification will be served on the other party. The time limits may be extended by mutual consent.

B. The procedures used to conduct an arbitration hearing shall be determined by the arbitrator. Both parties shall be entitled to call and cross-examine witnesses before the arbitrator. All witnesses necessary for the arbitration will be on duty time if otherwise in a duty status. On sufficient advance notice from the union, management will rearrange necessary witnesses' schedules and place them on duty during the arbitration hearing whenever practical. Such schedule changes may be made without regard to contract provisions on Hours of Duty. A reasonable amount of preparation time for arbitration will be granted in accordance with the provisions of Article 22 Official Time.

C. Arbitrator's fees and expenses shall be borne equally by the parties. If either party requests a transcript, that party will bear the entire cost of such transcript.

D. Parties will attempt to submit a joint statement of the issue or issues to the arbitrator. If the parties fail to agree on a joint submission, each shall make a separate submission. The arbitrator shall determine the issue or issues to be heard.

E. Arbitrator's decision shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. The arbitrator will be requested to render a decision within sixty (60) days. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

F. Arbitrator's award shall have only local application. The arbitrator has full authority to award appropriate remedies, including reasonable legal fees, pursuant to the provisions of Section 702 of the Civil Service Reform Act, in any case in which it is warranted.

Section 3 - Expedited Arbitration Procedure

A. Subjects Covered - These procedures shall be employed for the prompt resolution of grievances involving:

1. Any aspect of the performance appraisal plan;
2. Admonishments, reprimands, or suspensions of fourteen (14) days or less;
3. Other grievances mutually agreed to by the parties either on an ad hoc basis or as allowed under the agreement, except adverse actions shall not be heard under these procedures, unless agreed to by the grievant.

B. Procedures and Time Limits

1. Upon receipt of a management decision at the last step of the grievance procedure, the Union will notify management, in writing, of an intent to appeal to an arbitrator under the provisions of this program. The notice of intent to appeal must be made within thirty (30) calendar days of receipt of management's decision.

2. Within twenty (20) calendar days of the date of the notice of intent to appeal, the union and management may confer and the Union may telephone the arbitrator who is scheduled pursuant to the selection system described above. A written confirmation notice shall be sent to the arbitrator, and a copy shall be furnished to the management official involved.

3. The arbitration hearing shall take place on the date(s) arranged by the union, management, and arbitrator; but in no case shall it take place later than ten (10) workdays after the phone call from the Union is received by the arbitrator.

4. If no arbitrators are willing or available for expedited arbitration, the regular arbitration procedures may be utilized.

C. Conduct of Hearings

1. Upon being informed of the arbitrator to conduct the hearing, the employer may mail to the arbitrator a copy of the written record of the last step of the grievance procedure for the grievance(s) scheduled for hearing. A copy of any correspondence addressed to the arbitrator by either party in connection with cases will be submitted to the other party.

a. The arbitrator, after contacting both parties and arranging for the hearing date, time, and place, shall conduct the hearing pursuant to the following guidelines:

b. The hearing shall be informal,

c. There shall be no formal rules of evidence applied,

d. The parties will notify each other of its representative(s) prior to the hearing,

e. The arbitrator shall have the obligation and authority to assure that all relevant information is brought before the arbitrator by the representatives of the parties and shall insure that the hearing is a fair one,

f. No briefs shall be filed,

g. The arbitrator may issue a bench decision at the hearing, which shall be later confirmed in writing, but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. This decision shall be based on the record developed by the parties and shall include a brief written explanation. The decisions will not be cited as a precedent by either party to the arbitration, and

h. It shall be the responsibility of the parties to thoroughly develop and prepare cases for prompt presentation.

D. Fees, Expenses, and Service of Copies

1. Arbitrators shall be paid a daily hearing fee, which shall be the amount stated in the biographical sketch submitted to the parties by the FMCS.
2. Travel time and expenses (including meals and lodging) shall be paid when a hearing is held away from the city in which the arbitrator's office is located. Mileage expenses shall be paid at the current rate.
3. All fees and expenses of the arbitrator shall be paid as follows: one-half by the Union and one-half by Management.
4. In connection with each case, the arbitrator will be advised by the Union and Management of the appropriate officials to be billed.
5. If arbitrators change their fees or charges, they shall promptly notify the parties in writing. Arbitrators shall not charge any fees or add charges without giving at least thirty (30) calendar days advance written notice.

ARTICLE 20 - DUES WITHHOLDING

Section 1 – Eligibility

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the employee leaves the unit of recognition, ceases to be a member in good standing of the local Union, or submits a timely revocation form, under the procedures of this Article.

Section 2 - Union Responsibilities

A. The Union agrees to inform management, in writing, of the following:

1. The dues amount(s) or changes in the dues amounts,
2. The names of the local union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments, and
3. The name and address of the payee to whom the remittance should be made.

B. The Union agrees to promptly forward completed and certified form(s) to the appropriate Administrative office.

Section 3 - Management Responsibilities

A. It is the responsibility of management to:

1. Process voluntary allotments of dues in accordance with this Article and in amounts

certified by the Union,

2. Withhold employee dues on a bi-weekly basis,

3. Transmit remittance to the local Union in accordance with this Article, as expeditiously as possible at the end of each pay period, together with two (2) copies of a listing containing the following information:

a. The name of the employee and the anniversary date of the effective date of the dues withholding and,

b. Identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination.

B. In the event technology for electronic transfer of funds becomes available, it will be authorized for the transmittal of Union dues.

Section 4 - Procedures for Withholding

Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF1187s to the union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the appropriate Administrative office for processing. Dues withholding will become effective at the beginning of the next pay period after it is received in the appropriate Administrative office. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of union dues will be resolved through consultations between the Human Resource Manager or designee and local union officials.

Section 5 - Changes in Dues Amount

At any time there is a change in dues structure, the local will send a memorandum to the appropriate management official noting the amount of the change. The new amounts will be deducted starting the first pay period following receipt by the Fiscal Officer unless a later date is specified. The memorandum must be signed by one of the union officials designated to certify dues withholding forms.

Section 6 - Revocation

A. Employees may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely SF 1188 to the union representatives designated for such purpose. In order for the SF 1188 to be timely, it must be submitted to the Union between the anniversary date of the effective date of the dues withholding and twenty-one (21) calendar days prior to the anniversary date. The Union representative must certify by date and signature the date the SF 1188 is given to the union representative or by some other appropriate date stamping device.

B. The union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item 6 on the SF 1188. The entry will be initiated by the union official who will then deliver the form to the Fiscal Office prior to the close of business of the Friday following the date entered in Item 6. If, through error of the Union, an SF 1188 is received in the Fiscal Office later than the agreed-to date, the Fiscal Office will process the form at the earliest possible time, but no later than the first pay period following receipt.

Section 7 - Continuation of Dues

A. When an employee is detailed or temporarily promoted out of the bargaining unit, Union dues withholding will restart automatically when the employee returns to the bargaining unit.

B. Anytime management officials request the Fiscal office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (e.g. promotion and reassignment), a copy of such request shall be provided to the Union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

Section 8 - Costs

All payroll deductions and transmittals will be made at no cost to the Union.

Section 9 - New Position Determination

If an employee who is on dues deduction is selected for a new, non-supervisory position on which the parties do not agree whether it is in or out of the bargaining unit, the employee will remain on dues deduction until a decision is reached either through partnership, ADR, mutual agreement, or the formal CU petition process.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2 - Definition

A grievance means any complaint by an employee(s) or the Union concerning any matter relating to employment, any complaint by an employee, the Union, or Management concerning the interpretation or application of this Agreement and any supplements or any claimed violation, misinterpretation or misapplication of law, rule, or regulation

affecting conditions of employment.

Section 3 – Exclusions

A. The following matters are excluded from this grievance procedure:

1. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);
2. Retirement, life insurance or health insurance;
3. Any examination, certification, appointment, e.g., the separation of employee during a probationary or trial period;
4. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security);
5. The classification of any position, which does not result in reduction in grade or pay of an employee;
6. Non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration is involved;
7. To extent required by law, the separation of an employee while serving under a temporary appointment;
8. The termination of a temporary promotion or detail where work requirements no longer exists;
9. Non-adoption of a beneficial suggestion concept;
10. Non-receipt or disapproval of a performance award or other kinds of discretionary awards, except for claims involving inequitable distribution of awards;

Section 4 - Representation

The only representative an employee may have under this procedure is a union representative approved in writing by the Union. An employee may pursue a grievance without union representation, but the Union may elect to attend each grievance step. The Union will be provided notice immediately when any grievance is filed as well as given advance notice of each meeting.

Section 5 - Informal Resolutions

A. Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis. The use of ADR is encouraged. The

parties agree that every effort will be made to settle grievances at the lowest possible level. In as much 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, performance, loyalty, or desirability to DeCA.

B. Reasonable time during work hours will be allowed for employees and union representatives to discuss, prepare for, and present grievances including attendance at meetings with management officials concerning the grievances, consistent with Article 22 Official Time and local supplemental agreements.

Section 6 – Procedure

A. The Employer and the Union desire that all employees be treated fairly and equitably. It is intended that this Grievance Procedure provide a means of resolving complaints and grievances at the lowest level possible, and the Employer and the union agree to work toward this end.

B. For the purpose of this article, a grievance is any matter of personal concern or dissatisfaction to an employee, the Union or Employer, which is related to employment. The procedure shall be the exclusive procedure available to the Union and bargaining unit employees of the commissary or the Employer in resolving grievances. This grievance procedure shall not cover matters for which a statutory appeal right exists.

C. An employee, a group of employees, the Union, or the Employer must initiate their grievance within fifteen (15) calendar days from the date the incident occurs or from the date the party became aware of a decision about which he/she is aggrieved.

D. Employees using this procedure will be represented by the Union or an individual approved by the Union. However, an employee or group of employees in the unit may present such grievances and have them adjusted without Union representation. Any such adjustment may not be inconsistent with the terms of this agreement and the Union will be given an opportunity to be present at the adjustment. Requests for an adjustment shall be made in accordance with the following procedures, time limits, and provisions except that the employee is not entitled to any representation at the various steps nor is he entitled to refer the matter to arbitration unless approved by the Union. The decision rendered at Step 3 shall be final and not subject to further appeal. However, either party may initiate mediation or arbitration in accordance with MLA if they are dissatisfied with step 3.

Step 1. The employee and a representative shall first verbally notify the immediate supervisor of the nature of the grievance. The immediate supervisor shall meet with the employee and the representative within three (3) workdays after such notification to discuss the matter. The supervisor shall within five (5) days after the discussion notify the grievant verbally as to the disposition of the grievance.

Step 2. If the grievant is dissatisfied with the solution arrived at in Step 1, the grievant may present the grievance in writing to the Commissary Officer or their designee within seven (7) calendar days of the Step 1 decision. The written grievance shall contain: (a) identity of the grievant; (b) the details of the grievance; (c) the corrective action desired; and (d) the identity of the Union representative. The Commissary Store Director or their designed will meet with the grievant and the representative within three (3) workdays from the date the grievance is received. Employees and supervisors, who have knowledge of the facts, directly relating to the grievance, may be called in to the discussion by the Commissary Officer. The Commissary Officer or their designee will issue a written decision on the grievance to the grievant within five (5) workdays after the close of the grievance discussion.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may forward a written grievance to the Zone Manger within seven (7) calendar days after receipt of the Commissary Officer's decision. The Zone Manager or their designee may meet with the grievant and their representative within seven (7) workdays after receipt of the grievance to attempt to work a mutually satisfactory settlement. If the Zone Manger or their designee elects to have a meeting at this step, employees who have direct knowledge of the facts, relating to the grievance, may be called in by the Zone manager, their designee, or the employee's representative, in the course of his investigation of the grievance. The Zone Manager or their designee will issue a written decision on the grievance within seven (7) workdays from the close of the grievance discussion. If any; or if no, discussion was held, the response will be issued within ten (10) workdays. If the Zone Manager's decision is unsatisfactory, the grievance may be referred to arbitration as provided in Article 19, or the grievance may be referred to mediation as follows:

Section 7 - Mediation:

A. The Union or Management may refer any grievance that remains unresolved after Step 3 to mediation. A request by either party that the dispute be submitted to mediation shall be made in writing within fifteen (15) calendar days after the completion of Step 3 of the grievance procedure.

B. Mediation shall be voluntary by both the Employer and the Union and any objection to mediation must be made in writing within seven (7) calendar days following the receipt of the request for mediation.

C. Selection of the Mediator:

1. Normally the Federal Mediation and Conciliation Service, when requested, will assign the first available qualified mediator.

2. The Union and Management may mutually agree to request a specific mediator.

3. The Union and Management may mutually agree to request a specific mediator.

4. The provisions of this section will be subordinate to the Federal Mediation and Conciliation Service rules and procedures.

5. Time spent in the selection process counts against the time limit set out in subsection 4.

D. The provisions of Article 19 to refer any grievance not satisfactorily resolved in step 3 of the grievance procedure to arbitration shall be stayed for not more than ninety (90) calendar days pending mediation from the date of the written notice described in subsection 1 on mediation. This limitation may be extended by mutual agreement of the Union and Management for good cause shown.

E. Any matter not resolved by settlement or within the time limit set out in subsection 4 on mediation may be submitted to arbitration within the time limits of Article 19, thirty (30) days following mediation or the end of the ninety (90) day period allowed for mediation, whichever ever occurs first, unless extended by mutual agreement of the Union and Management for good cause shown.

F. Clarification of Mediation Procedure

1. The mediation procedure is entirely informative in nature. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of proceeding will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

2. The primary effort of the mediator should be to assist the parties in setting the grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one party. If settlement is not possible, the mediator should provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance would be decided if it went to arbitration. That opinion would not be final and binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion could be used as the basis for further settlement discussion or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator could not serve as arbitrator, and nothing said or done by the parties or the mediator during mediation could be used against a party during arbitration, or negotiations.

3. The Union and Management may stipulate in writing, signed by both parties, to alter the procedures outlined above as standard and customary ground rules for mediation, including making the opinion of the mediator the final and binding settlement of the grievance.

G. The Employer and the Union agree that when several employees have an identical

grievance the Employer will meet with the aggrieved employee and the representatives

H. The Employer and the Union agree that when several employees have an identical grievance the Employer will meet with the aggrieved employees and the representatives. The employee representative will select one case for processing under the grievance procedure. The decision of the case selected will be binding on all the other cases. Names of all the employees involved will be made a part of the case record, and when a decision is made, each employee and the Union will be notified.

I. All time limits prescribed herein may be extended by mutual agreement of both parties.

J. In processing a grievance under the negotiated grievance procedure, both parties shall adhere to the time limits described herein:

1. If the Employer fails to respond with the prescribed time limits, the grievance may be forwarded to the next step, as though it had not been resolved.
2. If the grievant fails to initiate or pursue the grievance within prescribed time limits, the grievance shall be considered terminated.

K. The Employer shall also have access to the grievance procedure for the purpose of resolving complaints with the Union, arising under this agreement. Employer grievances shall be submitted, directly to the Union by the Commissary Officer. The parties will meet within seven (7) calendar days to attempt to work out a mutually satisfactory agreement. The Union will issue a written decision on the grievance within seven (7) workdays from the close of grievance discussion. In accordance with Section 7121(b) (3) (c) of the CSRA, any grievance not satisfactorily settled under the Negotiated Grievance Procedure shall be subject to binding arbitration which may be invoked by either the Union or the Employer.

ARTICLE 22 - OFFICIAL TIME

Section 1- Purpose

The parties recognize that good communications are vital to positive and constructive relationships between the Union and DeCA Management. These communications should facilitate and encourage the amicable settlement of disputes between employees and Management involving conditions of employment and should contribute to the effective and efficient conduct of public business. Official time shall be granted in amounts specified by this Agreement or otherwise negotiated.

Section 2 - Reasonable Official Time

A. It is mutually agreed that Stewards are first and foremost employees of DeCA. Stewards will be allowed a reasonable amount of official time to perform their duty in accordance with Section 4 of this article. It is the responsibility of the Union and

Management to ensure that the time allowance is not abused. All official time shall be recorded on the Representational Time Form maintained by the Supervisor. A designated Union steward may request for official time by providing an "Application for Leave" (SF-71) to their supervisor, or, if not available to the next level of supervision.

B. The SF-71 will contain the following information: name, employee ID number, date, time, number of hours requested and employee signature. In block #5 of the form, the steward will specify the nature of the representational activity being requested (e.g.: grievance preparation, safety committee, meeting preparation, etc.).

C. The supervisor will either approve or disapprove the request in writing. If it is disapproved, the supervisor will indicate the reason for disapproval. If the reason for disapproval is based on the supervisor's inability to release the steward at the time requested because of workload demands, the supervisor will work with the steward to reschedule the time within a reasonable time, so that the steward may be released.

D. If additional time is required to complete his/her activity while on official time, the steward will contact the supervisor to request additional official time. If granted, another SF-71 will be completed, for the additional time. If workload requires it, the steward will terminate the meeting and return to his/her work assignment. Arrangements may be made to schedule official time to complete the meeting at a later time.

Section 3 - Official Time Activities

A reasonable amount of official time shall be granted to stewards to accomplish the following (no official time shall be authorized for functions not listed, unless mutually agreed to by the Union and Management):

1. When presenting grievances in accordance with the negotiated grievance procedure.
2. When representing an employee or the Union in the preparation and presentation of a grievance.
3. When serving as the Union's representative in an arbitration hearing conducted under Article 19 of this agreement.
4. When serving as the Union's representative in the preparation and presentation of an adverse action or discrimination complaint hearing when the employee has designated the Union as the representative.
5. When negotiating with Management officials concerning changes to personnel policies, practices and procedures affecting working conditions.
6. When attending meetings arranged and called by Management officials.
7. When performing other functions for which official time is specifically authorized by

law or the terms of this agreement.

8. When attending training sponsored by the Union and agreed to by Management if the subject matter is of mutual concern and not considered internal union business. It will not exceed two (2) regular workdays for any individual per fiscal year. If additional time is required it must be approved by mutual consent. The union will provide written notice to the Store Director, requesting the steward's attendance, with an agenda, ten (10) or more working days prior to the meeting. Verbal arrangements prior to the written notification are encouraged.

9. When attending Partnership Council meetings or other designated committees.

Section 4 - Amount of Official Time

A. Management recognizes the necessity for Union representation and in support of that, agrees to allow a reasonable amount of official time for stewards to perform official representational duties which are in accordance with applicable laws and statutes, during working hours, without loss of leave, to effectively represent employees in accordance with this agreement.

B. It is agreed that if the steward is required to travel from the Fallon Commissary for representational purposes in connection with duties described in Section 2 of this article, and if the steward is in duty status, such travel will be on official time.

C. Official time for initial training of a new Union steward will be granted for up to twenty-four (24) hours. Official time for other Union sponsored training for Union stewards will be granted for up to 40 hours per steward.

D. All training that is jointly sponsored or that comes within the authority of Executive Order 12871 or equivalent will be considered duty time.

Section 5 - Employee Contacting Union

An employee has the right to contact his/her steward or other Union representative. Employees who have an employment-related problem which they desire to discuss with the steward or other Union representative during working hours will obtain advance approval from their supervisor prior to exercising this right to representation. Supervisors will grant reasonable requests for temporary excused absence unless the absence would adversely affect tasks related to store programs/missions, which cannot be deferred. If any such request is not immediately approved, the supervisor will inform the employee of the earliest time the request will be approved, but in no event later than the end of the employee's next shift, unless mutually agreed, with the steward to extend the time. When approved, the employee, upon returning from exercising his/her right, will inform the supervisor so the proper time can be recorded as official time.

Section 6 - Performance Evaluation

The use of official time, in accordance with this agreement, will not adversely affect an employee's performance evaluation.

ARTICLE 23 - RIGHTS AND RESPONSIBILITIES

Section 1- Introduction

The parties recognize that a new relationship between the Union and Management as partners is essential for making the Commissary Store into an organization that works more efficiently and effectively and better serves customer needs, employees, Union representatives, and managers.

Section 2 - Union Rights

- A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71, this Agreement, and the concept and principles of partnership.
- B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.
- C. Management will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of their rights.

Section 3 - Union Representation

The Union will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of Management and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment. The Union will also be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of Management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.

Section 4 - Notification of Changes in Conditions of Employment

Management shall provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of bargaining unit employees. Management agrees to forward, along with the notice, a copy of any and all information/material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing to the appropriate Union official, with sufficient information 15 days prior to the proposed implementation date. If a timely demand to bargain is not made, the proposed

change may be implemented after the 15th day to the Union for the purpose of exercising its full rights to bargain.

Section 5 - Information

Management agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union, where not prohibited by law (i.e. privacy act)

Section 6 - Notification of Union Officials

The Union will annually provide Management with an updated list of the names, titles, and work telephone numbers of all Union officials along with the location of the Union office and representatives as well as changes as they occur. Management agrees to disseminate the list to all bargaining unit employees within 30 days after its receipt. Further, management agrees to provide all new hires with a copy of the list when they enter on duty.

Section 7 - Union-Employee Communication

Management will not alter or censor the content of any direct communications between the Union and employees. However, DeCA facilities will not be available for posting or distribution of libelous or defamatory material directed at Management or Union officials or programs.

Section 8 - Surveys and Questionnaires

A. Management will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the Statute.

B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to Management, the results will be shared with the Union.

Section 9 - New Employee Orientation

The parties are encouraged to make a joint presentation to new employees to orient them

about Management and the Union. If the Union desires to make a presentation on its own, the Union will be afforded the opportunity to make a thirty (30) minute presentation during each orientation session for new employees. The Union will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure. Management will provide the Union with notice of the date, time, and place of the orientation. The scheduled starting time of the Union presentation will be a subject for negotiations. A steward will be allowed duty time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the work site and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

ARTICLE 24 -USE OF OFFICIAL FACILITIES

Section 1- Local Union Office Space

A. Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish temporary office space, if available when necessary, to the Union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees and private citizens and of size, furnishings, and decor commensurate with other administrative offices within the facility.

B. Contracted custodial services provided to the commissary shall also be provided to the union office space.

C. Union will abide by all safety and security regulations.

Section 2 – Meeting Space

Management will, on an as-needed basis, provide conference rooms as available for discussions between employees and Union officials. Management will also provide suitable space for regular Union meetings. The Union agrees to exercise reasonable care in use of such space.

Section 3 - Telephone

A. Each office will be equipped with adequate telephone lines for DSN, fax, and computer capabilities.

B. Management will make internal telephones and DSN available to the Union for handling representational duties and conducting labor-management relations. The Union will use DSN in a reasonable, prudent, and cost-conscious manner. In no instance will DSN be used for internal Union business.

C. Management will provide Fallon N.A.S. with the telephone numbers of union official who are designated to represent the DeCA bargaining unit. Fallon NAS will be requested to include the numbers in the NAS Fallon telephone directory under the Commissary

section. Unless it is redundant in the directory, the Commissary will also have listed the number of the local Union.

Section 4 – Equipment

Management will provide shared use of the following:

1. Fax machine
2. Personnel computer/printer
3. Copier

Section 5 - Bulletin Boards

At each facility, the Union will be provided space on bulletin boards in areas normally used for communicating to employees.

Section 6 - Membership Drives

Management agrees to provide adequate facilities for membership drives at location that will provide access to unit employees during break and lunch periods.

Section 7 - Personnel Manuals

A. Management will timely furnish the local Union a copy of the FPM, CFR, DECA Directives, Circulars, and Handbooks when requested in conjunction with a grievance or other representational duties.

B. DeCA and each local union will be provided access, or copies at no charge, of Department personnel manuals, including classification standards, when requested for representational duties.

Section 8 - Literature

A. Management will provide union bulletin board

B. Management will allow distribution of Literature off Bulletin board, during non-duty hours, and provided it does not interfere with the mission of the Commissary.

Section 9 - Copies of Agreement

A. Management will provide to each employee on duty as of the date of this Agreement and to all unit employees entering on duty after that date at no cost, booklet copies of this Agreement, printed in type that can be read easily.

B. Management will initially provide the local with 50 additional copies of the Agreement.

C. Management will provide, at no cost to the Union, copies of this agreement.

ARTICLE 25 - VACANCY ANNOUNCEMENTS

Section 1 - Vacancy

A. All employees will have a fair and equitable opportunity to compete for selection for a posted vacancy. All applicants will be asked the same questions during an interview.

B. At the request of the employee, Management will supply the employee with an explanation of why they were not selected for the position.

Section 2 - Position Qualifications

A. The Union will be provided copies of all vacancy announcements position qualifications for vacant positions, upon request.

B. Current employees will receive full consideration when filling position vacancies where selection criteria allows.

ARTICLE 26 - DURATION

This agreement shall remain in full force and effect for three (3) years from the date it is approved. At least sixty (60) days but not earlier than one hundred and twenty (120) calendar days prior to the three (3) year expiration date of this Agreement, representatives of Management and the Union shall advise the other party in writing of their intentions to negotiate a new Agreement. This Agreement will automatically be renewed for an additional one (1) year period if neither party requests negotiations. END

The following individuals participated, fully or in part, as members of their respective teams:

MANAGEMENT

Human Resource
Specialist DeCA,
Western Pacific Region

Store Director
NAS Fallon Commissary

UNION

Business Manager
LIU, Local 169

Steward, NAS Fallon Commissary
LIU, Local 169

Retired Business Manager
LIU, Local 169