

## **PREAMBLE**

The intent and purpose of this agreement is to promote and improve the efficiency of the Whidbey Island, NAS Commissary and the well being of its employees. The parties hereto concur that this can best be accomplished by means of amicable discussion, by adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices, and procedures, and matters affecting conditions of employment.

The Congress finds that –

- (1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which effect them.
  - (a) Safeguards the public interest.
  - (b) Contributes to the effective conduct of public businesses, and;
  - (c) Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and,
- (2) The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, the labor organizations and collective bargaining in the civil service are in the public interest.

Pursuant to the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454), which hereinafter will be referred to as the Act, now therefore, the parties adhering to the principle that collective bargaining is in the public interest, agree to the following:

## **ARTICLE 1**

### **RECOGNITION OF EXCLUSIVE REPRESENTATION**

**Section 1.** The Employer hereby recognizes the International Association of Machinists and Aerospace Workers, District 160, Local Lodge 282, hereinafter known as the Union, is the exclusive representative of all employees in the unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interest of all such employees with respect to grievances, personnel policies and practices, or other matters affecting general working conditions.

**Sections 2.** The Units to which this Agreement is applicable are composed of the following:

- (1) All permanent employees of the Defense Commissary Agency, Whidbey Island Commissary, Oak Harbor, Washington with the exception of those precluded by law.
- (2) All temporary employees of the Defense Commissary Agency except employees appointed under the student educational employment program, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

## **ARTICLE 2**

### **APPLICATION OF LAWS OR REGULATIONS**

**Section 1.** It is agreed and understood by the Employer and the Union that in the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws, DeCA directives/regulations, and government-wide regulations.

**Section 2.** It is further recognized that there may be changes in applicable rules, regulations, or policies issued by higher authority after the date of execution of this Agreement. In this event, the Collective Bargaining Agreement takes precedence and the parties will, at the request of the other party, meet to negotiate the impact and implementation of such changes in order to bring this Agreement into conformity, or to bring the new requirements into alignment with this Agreement.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION**

**Section 1.** The Employer and the Union Representative or his/her written designee are obligated to negotiate in good faith on appropriate matters with the objectives of reaching agreement by the diligent and serious exchange of information and views and avoiding unnecessarily protracted negotiations shall include any matter affecting conditions of employment not covered by this agreement.

**Section 2.** For the purpose of this Agreement, the following terms and definitions are accepted by the Parties:

**DISCUSS:** The term discuss where used in this Agreement means the Parties will meet and exchange views. This is used where no agreement is necessary or required or on matters which are non-negotiable.

CONSULT: The parties will meet in an attempt to reach an agreement on any proposed mid-contract changes in personnel policies, practices, or matters affecting the working conditions of employees. Such exploration of the issue may not necessarily end in agreement.

NEGOTIATE: The parties will meet in an attempt to reach agreement on any proposed mid-contract changes in personnel policies, practices, or matters affecting the working conditions of unit members. The process may include the services of the Federal Mediation and Conciliation Service when necessary.

UNION: Union President or written designee.

GRIEVANCE: Any complaint –

- a. By a bargaining unit employee concerning any matter relating to the employment of the employee.
- b. By the Union, concerning any matter relating to the employment of any employee; or,
- c. By any bargaining unit employee, the Union, or agency concerning:
  - (1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement, or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### **Section 3.**

- a. The Employer agrees to provide notice and the opportunity to bargain prior to changing established personnel policies and practices, and matters affecting the work conditions that are not covered by this Agreement. The following procedures will apply when the Employer initiates a change to conditions of employment not covered by this Agreement.
  - (1) The Employer will provide a written notice of the proposed change to the Union. Normally the notice will be 15 days prior to the planned implementation date.
  - (2) If the Union wishes to bargain regarding the change, the Union will submit a written demand to bargain and initial written proposals within 15 days of the notice. If less than 15 days notice is provided to the Union, the Union is deemed to have timely requested to bargain. The Union will submit initial written proposals within 15 days of the notice.
  - (3) Bargaining will begin within 15 days of receipt of the demand to bargain/proposals, unless it is mutually agreed to extend this time/frame.

(4) Agreements reached pursuant to this Article, will be reduced to writing and considered an extension to this Agreement.

b. Agreements reached pursuant to this Article, will be reduces to writing and considered an extension to this Agreement.

If a timely demand to bargain is not made, the proposed change may be implemented after the 15<sup>th</sup> day. If the Union decides that bargaining will not be requested, it is encouraged to notify the Employer as soon as possible.

Should a timely demand to bargain be made concerning a proposed change, the change will not be implemented until all phases of bargaining are concluded, consistent with applicable law.

## ARTICLE 4

### UNION RREPRESENTATION

**Section 1.** The Employer agrees to recognize the officers and assigned stewards selected by the Union as limited in Section 2 below. The Union will furnish and maintain on a current basis a master list of officers and representatives.

#### **Section 2.**

- a. It is agreed that the number of stewards at the Whidbey Island, NAS Commissary shall be three (2) at stewards at large on the day shift, one (1) steward on the night shift, or the Chief Steward.
- b. Union Representatives

Union representatives needing official time for other representation matters will be advise their supervisor as far in advance as possible, of the nature of the matter, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, and the anticipated duration of their absence. If the representative cannot be released at the time requested, the supervisor will, when appropriate, provide an alternate time as soon as possible. Official time will be requested utilizing the form in Appendix A.

**Section 3.** Union/Management business involves all aspects of Union involvement in investigations for mediations, and presentations of information and/or concerns associated with bargaining rights and obligations of the Union, as mandated by Federal statute. Official time can be used to perform representational functions related to the

DeCA bargaining unit and within the scope of 5 USC Chapter 71. Official time includes travel time when carrying out representational duties; official time for travel may not exceed one hour, except by mutual agreement. Official time cannot be used for any activity relating to internal business of a labor organization (including solicitation of membership, collection of dues, and election of labor organization officials).

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 1.** Except as they are specifically restricted by the terms of this Agreement, it is agreed that the Employer retains all rights of management and that such rights remain vested in management officials of the Employer: to determine the mission, budget, organization, number of employees and internal security practices of the commissary, and in accord with law, to hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out and to determine the personnel by which commissary operations shall be conducted with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source and take whatever actions may be necessary to carry the mission during emergencies. Nothing in this Article shall preclude the employer and the Union from negotiating managements rights an s described in (5 U.S.C.) 71, Section7106 (b) (1) at the agency election.

**Section 2.** The right to make reasonable rules and regulations shall be considered and acknowledged function of the Employer, In making rules and regulations relating to personnel policy, procedures, practices, and matters affecting conditions of employment, the Employer shall give due regard to the obligations imposed by this Agreement and to appropriate laws, rules, and regulations.

**Section 3.** Management recognizes to requirement to negotiate impact and implementation in local changes relating to condition of employment.

## **ARTICLE 6**

### **UNION RIGHTS**

**Section 1.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and;

- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Act.

**Section 2.** Union representatives will be afforded privacy when conducting union business.

**Section 3.**

- a. A reasonable amount of official duty time will be allowed the Union representative to progress, research, and present Unfair Labor Practices, Merit Systems Protection Board appeals, appeals through other appropriate authorities, as well as grievances, as defined in Article 16, Section 1 of this Agreement, at each step of the negotiated procedure.
- b. Representatives shall be allowed official time to attend formal discussions between two or more supervisors of Whidbey Island, NAS Commissary and one or more employee of the commissary employees concerning any grievance or any personnel policy or practices or other general condition of employment.
- c. The interpretation of this position will be consistent with the language of Title 5 U.S.C. Section 7102.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS**

**Section 1.** The Union recognizes its responsibility to represent the interests of all employees it represents without discrimination and without regard to Union membership. Any employee has the right to file an unfair labor practice allegation against the Union or agency if the employee feels the Union or agency has;

- a. For the purpose of Section 7116 of Chapter 71 to Title 5 of the United States Code, it shall be an unfair labor practice for an agency
  - 1. To interfere with, restrain, or coerce any employee in the exercise of the employee of any right under this chapter.
  - 2. To encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment.
  - 3. To sponsor, control, or otherwise assist any labor organization other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

4. To discipline or otherwise discriminate against the employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this chapter;
  5. To refuse to consult or negotiate in good faith in a labor organization as required by this chapter;
  6. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
  7. To enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
  8. To otherwise fail or refuse to comply with any provision of this chapter.
- b. For the purpose of this chapter, it shall be an unfair labor practice for a labor organization –
1. To interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
  2. to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under this chapter;
  3. To coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the members work performance or productivity as an employee or the discharge of the member's duties as an employee.
  4. To discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
  5. To refuse to consult or negotiate in good faith with an agency as required by this chapter;
  6. To fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
  7. (a) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations; or

8. To otherwise fail or refuse to comply with any provision of this chapter.
- c. For the purpose of this chapter, it shall be unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure
    1. To meet reasonable occupational standards uniformity required for admission, or
    2. To tender dues uniformity required as a condition of acquiring and retaining membership.

This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this chapter.

- d. Issues, which can be raised under an appeals procedure, may not be raised as unfair labor practices prohibited under this section. Except for matters wherein, under section 7121 (e) and (f) of this title, an option of using the negotiated grievance procedure or an appeals procedure, issue which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under this section, but not under both procedures.
- e. The expression of any personal view, argument, opinion or the making of any statement which:
  1. Publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election.
  2. Corrects the record with respect to any false or misleading statement made by any person, or
  3. Informs employees of the Government's policy relating to labor management relations and representation, shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, (a) constitute an unfair labor practice under any provision of this chapter, or (b) constitute grounds for the setting aside of any election conducted under any provisions of this chapter.

**Section 2.** Each employee shall have the right to file a grievance through the negotiated grievance and shall be protected in this exercise of such right. However, if the employee has representation while filling a grievance through the negotiated grievance procedure, it must be Union representation.



**Section 3.** The freedom of the employee to assist the Union shall be recognized as extended to participation in its management and acting in its behalf in the capacity of the Union representative.

## **ARTICLE 8**

### **COMMUNICATION**

**Section 1.** The Union will have space on the existing unofficial bulletin boards labeled "IAM&AW UNION". The Union will use only this space for posting Union information. The literature posted must not violate any law, applicable regulation, provision of this Agreement, security of the station, or contain libelous or defamatory information.

**Section 2.** The posting of the Union information shall be limited to these approved spaces. The posting of information and housekeeping of the assigned spaces and removal of the information shall be performed by the Union, i.e., lunch and break time.

**Section 3.** The Employer will have printed in easily readable pocket-sized booklet, and distributed to all Unit members a copy of this contract. The Employer will furnish the Union with fifty (50) additional copies of the contract.

**Section 4.** The Union shall continue to occupy the Loy Union Hall and may use it for appropriate Union purposes and functions. The host installation will provide an office at the Hall for the exclusive purpose of providing workspace and record storage for the Chief Steward and stewards.

- a. The Union Representatives will have access to telephone, fax machine and a computer system with e-mail and Internet access. The e-mail will not be utilized for the mass mailing purposes unless authorized by the Employer. The Union agrees the office space and equipment will be utilized solely for appropriate labor/management relations business relating to the bargaining unit. The Employer will retain the authority to verify access and usage of the computer system by the Chief Steward or designee.
- b. Consumable supplies (i.e., paper, toner, pens, etc.) are the Union's responsibility.

**Section 5.** Management will ensure all new employees will receive a copy of the contract when they process in. The Employer will allow the Union to distribute a packet to all new employees at the time of the orientation briefing.

**Section 6.** The Employer will provide the Union with a list of all new hires to the station and separations quarterly.

## **ARTICLE 9**

### **OVERTIME**

**Section 1.** All hours of work in excess of 40 hours, or in excess of eight (8), hours in a day are overtime and shall be paid in accordance with applicable law and government regulations.

**Section 2.** Department records of overtime worked will be made available to the Union upon request. Shall be performed by the Union, i.e., lunch and break time.

**Section 3.** To the extent possible 48 hours of advance notice for overtime will be given to employees. Volunteers will be requested to work unscheduled overtime. If no one volunteers, reverse seniority will apply.

**Section 4.** In the event of a failure of any system or breakdown which presents a hazard to the health and welfare of personnel or to equipment or property, or threatens the required functioning of vital operational facilities, any designated employee will work such overtime as it required to effect the necessary repairs to eliminate and/or minimize such hazards or threats..

**Section 5.** Employees shall be entitled to the reasonable cleanup time as specified in Article 25 of Agreement.

**Section 6.** In the event of call back, overtime will be paid under the “callback” provisions, which provide for a minimum of two (2) hours overtime pay. Any change to callback rosters will be negotiated. This does not apply to verification of disaster preparedness recall rosters or other emergent situations.

**Section 7.** When the normal shift is extended into overtime, or when employees are working callback onetime, except when a bona fide emergency exists, employees may be authorized a break after every two of work performed.

**Section 8.** Management will normally relieve an employee from an overtime assignment of another equally skilled/qualified employee is available and willing to work. Management retains the authority to determine any employee’s skills/qualifications, which apply to the overtime situation. Overtime will be offered to equally skilled employees on an equal basis.

**Section 9.** Compensatory Time:

- a. At the request of the employee (GS or WG), compensatory time be granted in lieu of overtime paid. The FLSA-exempt employees who are entitled to receive overtime/compensatory time will receive the hourly rate of pay which is the greater of (1) one and one-half times the minimum hourly rate of basic pay for GS-10 step 1, or (2) the employee’s own hourly rate of basic pay.

1. Compensatory time earned will be documented on the leave and earnings statement in the appropriate space.
  2. The employee shall have the choice of being paid overtime at the rate of one and one half (1 ½) the hourly rate an employee earns, or take compensatory time off equal to the amount of straight-time spent in regular or occasional overtime.
- b. Compensatory time will be available for use if the workload permits.
- c. Compensatory time is taken in accordance with established rules/regulations. An employee who has earned compensatory time under the existing laws, rules, or regulations has 26 pay periods to use the compensatory time off. After 26 pay periods to use the compensatory time off. After 2 pay periods, any compensatory time not used will be converted to overtime and the employee paid the rate of one and one-half (1 ½) times the employee's basic rate of pay. Employees will make every effort to utilize their compensatory time prior to its conversion to overtime.

## **ARTICLE 10**

### **ANNUAL LEAVE**

**Section 1.** The employer agrees that employee's request to take annual leave credited to the employee shall be approved, provided it does not interfere with workload requirements. The approval of annual leave in unforeseen circumstances shall be considered on an individual basis. Approved/disapproved leave applications are to be returned to the employee within 72 hours.

**Section 2.** Employees will submit their annual leave plan on DECA Form 30-14 to the appropriate supervisor 30 days after issuance to employee. The plan will be reviewed and a decision returned to the employee within 30 days. On a rotational basis, seniority based on SCD (Leave) will be used when a conflict occurs (i.e., when employees in the same group consistently request the same time periods off such as hunting season, fishing season, holiday weeks, etc., these times will be rotated from year to year among the employees applying for these periods as previously stated, by seniority). If a peak period of leave i.e., holiday is denied and later becomes available, seniority on a rotational basis will again apply. Once an employee has made the selection, he/she another employee. All use or lose leave will be scheduled prior to October each year. The employer will make every effort to assist in scheduling employees' annual leave to avoid forfeiture. Excess annual leave (use or lose) restoration will be in accordance with established procedures.

**Section 3.** When the Employer finds it necessary to rescind previously approved annual leave, the Employer will consider the employee's circumstances such as deposits paid, reservations made, family situation, and alternates to such cancellation. If, after such consideration, the Employer finds it necessary to cancel scheduled leave, the

employee will be furnished the reasons for such decision in writing, and will be given the opportunity to reschedule the leave. In the event of inability to reschedule the leave, the employee will carry over to the next calendar year any cancelled leave, in accordance with applicable instructions.

**Section 4.** At the discretion of management or in the absence of management, the designated lead may excuse an employee for an irregular absence of up to fifty-nine (59) minutes.

**Section 5.** Annual leave may be taken in increments of fifteen (15) minutes.

**Section 6.** If an employee is unable to report for duty due to an emergency and/or unforeseen circumstance, employees will make every effort to notify their supervisor or designee at least 1 hour prior to the beginning of their scheduled shift.

## **ARTICLE 11**

### **SICK LEAVE**

**Section 1.** The Employer and the Union recognize the importance of sick leave and the obligation and the advantage of the employee to utilize sick leave only for such valid reasons as incapacitation for the performance of their duties due to sickness, injury, pregnancy and confinement, or for medical, dental, optical (or related examination and/or treatment). Employees shall earn sick leave in accordance with applicable regulations.

**Section 2.** Department records of overtime worked will be made available to the Union upon request, shall be performed by the Union, i.e., lunch and break time.

**Section 3.** Appointments should be made and requested as far in advance as practicable.

**Section 4.** It is agreed and understood that employees are responsible for notifying their immediate supervisors or other Employer representatives delegated to receive such reports, when they are prevented from reporting to work because of incapacitating illness or injury. Every effort will be made to provide notification 1 hour prior to when the shift begins or as soon thereafter as possible. If physically unable, the employee will assure the absence is reported as soon as possible.

**Section 5.** Sick leave absences of more than three (3) workdays may be verified by the statement of a physician, or other licensed practitioner. If a medical certificate cannot be obtained because the illness did not require the services of a physician, the employee will present a written statement explaining the circumstances in support of the claim for sick leave.

**Section 6.** Where the Employer has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual

patterns or circumstances), the Employer will inquire further into the matter and ask the employee to explain. Failure to provide an acceptable explanation may result in the employee receiving verbal or written notice requiring them to furnish acceptable medical documentation for the initial and each subsequent absence due to illness or incapacitation for duty, regardless of duration. Prior to requiring a medical certificate for absences for any sick leave use, the supervisor or designee will issue the employee a letter stating that further sick leave will require a medical certificate. Discussion between the employee and the supervisor or designee may preclude the action.

**Section 7.** The Employer will review the sick leave record of each employee required to furnish a medical certificate for every sick leave use and the counsel the employee every six (6) weeks from date of written notification. Any time during the six (6) month period where these reviews reveal sufficient improvement in the sick leave usage, the employee will be notified, in writing, the medical certificates are no longer required.

**Section 8.** Employees having medical emergencies may have sick leave advanced in accordance with applicable regulations. The Leave Transfer Program, Article 13, is available at the employee's request.

## **ARTICLE 12**

### **LEAVE WITHOUT PAY**

**Section 1.** The Agency may grant leave without pay for an employee elected to serve as a fulltime IAM & AW Union Official.

**Section 2.** Leave without pay for less than twenty-nine (29) days will be requested in accordance with applicable local instructions, utilizing the DeCA Form 50-63, Request for Leave or Approval of Absence.

**Section 3.** Leave without pay for more than thirty (30) days will be requested in accordance with applicable local instructions, utilizing the Standard Form 52, Request for Personnel Action. Employees should contact the Human Resources Support Office for appropriate counseling.

## **ARTICLE 13**

### **LEAVE TRANSFER PROGRAM**

The Union Management support the concepts of Public Law 100 – 102 of 8 March 1988 establishing a leave transfer program, whereby annual leave may be donated by transfer for use by other employees who need it for certain medical or family emergencies or hardship situations.

## **ARTICLE 14**

### **MILITARY LEAVE**

**Section 1.** The Union and Management recognize the commitment of government employees who serve as members of reserve components of the Armed Forces of the United States. Reserve components of the Armed Forces include the reserves of the Army, Navy, Air Force, Coast Guard, and Marine Corps, and the National Guards of the Army and the Air Force.

**Section 2.** Members of reserve components accrue fifteen (15) days of military leave each fiscal year for use when called for active duty or training. Unused military leave accumulates for use in succeeding years. No more than fifteen (15) days may be carried over into a fiscal year. Military leave will be granted in accordance with 5 USC 6323 (a)(1)(2).

**Section 3.** Notice military leave will be given to the immediate supervisor as far in advance as possible.

## **ARTICLE 15**

### **ADMINISTRATIVE LEAVE/OFFICIAL TIME SUPPORT OF COMMUNITY SERVICES PROGRAMS**

**Section 1.** The Employer agrees to provide reasonable administrative leave pursuant to applicable law/regulation and/or official time for employees to participate in the following community service programs:

- a. On-base blood donations. The employee will provide verification of donation.
- b. Jury duty. Upon completion of service, the employee shall submit written evidence of dates served.
- c. Local volunteer firefighter's response to alarms from a duty status. Should a response prior to an employee's scheduled shift preclude reporting to work on time, and then the employee will make reasonable effort to notify management of the circumstances and estimated time of return to work.
- d. Other Commissary sponsored events.

All such administrative leave/official time shall be subject to supervisory approval and operational requirements.

## ARTICLE 16

### GRIEVANCE PROCEDURE

**Section 1.** The Article provides for an orderly and sole procedure for the processing of employee, Employer, and Union grievances:

GRIEVANCE: Any complaint:

- a. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
- c. By any bargaining unit employee, the Union, or Whidbey Island, NAS Commissary concerning:
  1. the effect or interpretation, or claim of breach, of a collective bargaining agreement; or
  2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 2.** Complaints over the following shall not be processed under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to National Security Act).
- d. Any examination, certification, or appointment relating to initial employment.
- e. The classification of any position.
- f. Saved pay for reclassification, etc.
- g. Termination or separation of probationary employees.
- h. Reduction in force.
- i. Non-selection promotion on properly or detail where the work requirement no longer exists.

- j. Non-selection for promotion on properly rated and ranked candidates.
- k. Awards
- l. Termination of temporary promotions or detail where the work requirement no longer exists.
- m. The termination/separation of a temporary employee.

**Section 3.** An aggrieved employee affected by removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board. To review the final decision pursuant to Section 7702 of the Act in case of any personnel action that could have been appealed to the Board. For the purpose of this section and pursuant to option under this subsection to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the parties' negotiated procedure, whichever comes first.

**Section 4.** In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 5.** Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreement arise occasionally among people in any work situation, the filing of a grievance through the negotiated grievance procedure shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, nor will the grievance be considered as an immediate supervisor and official having the authority to resolve the matter within fifteen (15) calendar days from: the occurrence of the matter out of which the grievance arose; or the time the employee became aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases. Employees may represent on their own behalf for processing; if an employee desires representation in processing a grievance through the negotiated grievance procedure, that representative will be the Union.

**Section 6.** Employee Initiated Grievance:

- a. Verbal Informal Procedure, Step 1. The grievance shall be taken up orally by the concerned employee(s) and steward (if requested by the employee(s)) with the



appropriate supervisor or designee. The appropriate supervisor or designee will meet with the employee and the Union steward and attempt to resolve the grievance. At the start of the meeting, it will be the responsibility of the employee or (if represented by the Union steward) the Union Steward to inform the supervisor or designee that the meeting is the first step in the negotiated grievance procedure. The supervisor or designee must give his/her reply within ten (10) calendar days. The Union and Employer anticipate that most employee grievances will be settled at this informal level.

- b. Written Formal Procedure, Step 2. If no satisfactory settlement is reached at the informal step, the employee or representative shall reduce his/her grievance to writing and formally present it to the Store Administrator or designee within seven (7) calendar days of the supervisor's informal decision. The Store Administrator or designee will meet with Union representative and the grievant, if the grievant so desires, within ten (10) calendar days of being formally notified of the grievance. The written grievance shall contain the details of the complaint and the corrective action desired by the employee. It must give the date of informal discussion, the date of the informal decision, and identify the immediate supervisor. The Store Administrator or designee will give the aggrieved a written answer within fifteen (15) calendar days after the meeting.
- c. Written Formal Procedure, Step 3. If satisfactory settlement has not been reached at the department head level and the aggrieved desires to pursue the grievance, the grievance will be formally presented in writing to the Store Director or designee. Within ten (10) calendar days of the formal written grievance being presented to the Store Director, he/she will schedule a meeting between the Union Representative and him/himself, (if the Store Director is involved, then it goes to the zone manager or designee) to resolve, discuss, or clarify facts that may impact the Store Director's or designee's decision. The Store Director or designee will render his/her written decision within fifteen (15) calendar days. If the decision is not considered satisfactory to the Union, it may proceed to arbitration.
- d. All grievances forwarded to Arbitration will be copied to the Regional Director by HRO.

**Section 7.** Grievances, which involve disciplinary action, shall be initiated at the next higher supervisory level over the deciding official, which is normally step 2 of the grievance procedure. The previous consideration extended to the employee is considered a substitute for the informal procedure.

**Section 8.** The parties shall, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, privacy act, regulations, or Government policy for the purpose of substantiating the contentions or claims of the parties.

**Section 9.** The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved) the Union and the Employer will call the aggrieved employees together and the Union will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all affected employees. Names of all employees involved in the procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

**Section 10.** Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Local Union, provided that the Local Union will be given the opportunity to be present at all formal (Step 2 and/or 3) and informal Step 1 discussions in the grievance process. Any resolution must be consistent with terms of this agreement.

**Section 11.** Failure of the Employer to answer grievances within the time limit specified will mean that the Employer agrees with the Union's position and was settled in favor of the aggrieved employee/Union, providing such settlement does not violate any law, rule, or regulation. Extensions of time limitation may be granted by mutual consent.

**Section 12. Union Initiated Grievances**

- a. A grievance initiated by the Union will be submitted to the lowest possible management official having the authority to resolve the matter within fifteen (15) calendar days of the occurrence or of the Union becoming calendar days, the Union may proceed through the remaining steps of the grievance procedure.
- b. Grievances initiated by the Employer will be presented to the Unit Representative within fifteen (15) calendar days of the infraction or the Employer becoming aware of such an infraction. The parties will meet within fifteen (15) calendar days in an attempt to reach a resolution.

**Section 13.** Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee if the Union considers the grievance invalid or without merit.

**Section 14.** The agency will ordinarily stay grieved suspensions until a final determination is rendered. Suspensions will be grieved at Step 3.

## **ARTICLE 17**

### **ARBITRATION**

**Section 1.** If the Employer and the Union fail to reach a satisfactory settlement on any grievance processed in accordance with the provisions of this Agreement, such grievance, upon written notification by the aggrieved within fifteen (15) calendar days

after receipt of the other party's final decision, may be submitted to arbitration. Arbitration may be invoked only by the Union or the Employer.

**Section 2.** Within seven (7) calendar day's receipt of written notification that arbitration is invoked, the moving party will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within seven (7) calendar days following receipt of the panel, the parties will meet to select the arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, the Union and the Employer will strike one name from the list sequence until one name remains, who shall be the duty selected arbitrator. The party to strike first shall be determined by a coin flip.

**Section 3.** At the meeting to select the arbitrator, the parties will attempt to frame the issue. Absent mutual agreement on the issue, each party shall frame their own issue.

**Section 4.** It is agreed that the cost of arbitration including arbitrator's fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the parties. Per Diem and travel will be paid at the maximum rate payable to Government employees under the Standardized Government Travel Regulations.

**Section 5.** The arbitration hearing will be held on the Employers premises during the regular day shift hours of the basic workweek. All employees officially required at the hearing shall be in a duty status.

**Section 6.** The arbitrator's award shall be binding on the parties. However, either party may challenge any award in the manner prescribed by law.

## **ARTICLE 18**

### **POSITION CLASSIFICATION**

**Section 1.** Employees are free to appeal the classification (title, series, and/or grade) of their position under the appropriate classification and appeals procedure. Such classification appeal may be made at any time an employee feels his position is improperly classified. Employees are free to appeal the classification of their position without fear of reprisal or prejudice. In the process of preparing the appeal, classification standards and any other procedural advice necessary will be made available to the employee and his/her representative.

**Section 2.** The employee may designate a representative to assist in presentation of his/her classification appeal under Section 1. Such a designation must be in writing.

**Section 3.** The Employer will notify the Union and employee when any bargaining unit position is to be audited for classification purposes by outside parties.

**Section 4.** In the event of any personnel actions affecting employees of the unit adversely, due to reduction in grade of any position within the Unit, each affected

employee will be furnished a copy of the Standard Form 50 and may request a copy be furnished to the Union. Any time a bargaining unit position is determined appropriate for downgrade the Union will be furnished the title/grade of the position.

**Section 5.** At employees will be appropriately classified in accordance with the Fair Labor Standards Act (FLSA).

## **ARTICLE 19**

### **POSITION/JOB DESCRIPTIONS**

**Section 1.** Position or job descriptions will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit will be covered by the same position description. Any subsequent major changes I position description will be discussed with the employee and the employee will be furnished a copy of the revised position description. Any dissatisfaction with the position description in terms of its representing an accurate description of the job that management has determined will be performed may be resolved through negotiated grievance procedure.

**Section 2.** All employees in the unit will be furnished a copy of their position description at the time they start a new position, when changes are made to the description, and will be reviewed annually. Lost copies must be replaced when requested.

**Section 3.** The Union will be given a copy of changes to the employee's position/job description, upon request. Position classification standards are available on-line for review and/or copying.

**Section 4.** An employee may bring to the attention of the supervisor areas of work that are in conflict with the employee's official position description. It will be the responsibility of the immediate supervisor and the employee to insure that the employee's position descriptions are kept current. The term "other duties as assigned" should reasonably relate to the employee's official description.

**Section 5.** The parties encourage employees to periodically review their position description for the job they now occupy and to report significant changes either to their first level supervisor or Human Resources Employees may elect to be represented or assisted by Union representative in reporting significant changes in their position description.

## **ARTICLE 20**

### **COMMITTEES AND BOARDS**

The Union may be represented on the following commissary committees and boards:

Quarterly Safety Council meeting as a committee member.

The Union will designate a principal and an alternate to the Employer for each committee appointment.

## **ARTICLE 21**

### **WAGE SURVEYS**

It is agreed that the Union shall be promptly notified by the Employer of receipt of notice from the Department of Defense Wage Fixing Authority announcing a wage survey, within two (2) workdays of the Employer being notified.

## **ARTICLE 22**

### **DISCIPLINARY ACTIONS**

**Section 1.** All disciplinary actions shall be taken for just cause. Adverse actions may be grieved through the negotiated procedure or appealed to the appropriate authority. The employee's initial filing of a grievance or the filing of an appeal constitutes the sole procedure for resolution. Such actions are subject to being grieved under the negotiated grievance procedure unless otherwise excluded.

**Section 2.** The Employer will assure that employees are advised of their right to Union representation by requiring the employee to sign the proposal notice.

**Section 3.** Employees may have a Union representative present during the examination by a representative of the Employer in connection with an investigation if:

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

**Section 4.** In all cases of written disciplinary action taken by the Employer against any employee in the Unit, two copies will be provided to the employee: one copy designated "Employee Copy" and the other "Union Copy." It is the employee's responsibility to provide the Union its copy.

**Section 5.** Should the employee request a Union representative, the interview will not be conducted until such time as the Union representative is present. Failure of a Union representative to be present after proper notification should not unduly delay the interview, normally one (1) hour.

**Section 6.** The pre-action investigation file will contain a signed written copy of the employee's statement.

## ARTICLE 23

### PERSONNEL DEVELOPMENT AND TRAINING

#### Section 1.

- a. It is recognized that the development of all employees is of the vital interest to the parties of this Agreement. It shall be the goal of these parties to encourage all personnel to avail themselves of training, which will be of mutual benefit to the individual, and the needs of the activity. The objectives of DeCAD 50-20, January 1, 1998, shall be used to formulate programs and conduct training. All employees will be selected for training based on employee/organization need, employee requests and applicable skills, abilities and qualifications and management will make the final selection. Based on these considerations, training will be distributed in a fair and equitable manner. The decision regarding selection or non-selection for training will be communicated to employees and the union in a timely manner.
- b. Whenever technological changes cause abolishment of some jobs and establishment of others, the Employer will endeavor to make reasonable efforts to utilize the abilities and skills of the displaced employees, including utilization of training programs to develop employee skills, to the maximum extent possible and permissible.

**Section 2.** The Employer will identify areas of skill for which training is required. Furthermore, the Employer will, to the maximum extent practicable, allow for off-station training/tuition reimbursement. Employees may have tuition reimbursement for courses taken on their own time, subject to the terms and conditions outlined in the DeCA policy on Tuition Assistance.

**Section 3.** The Union representative(s) and or employees may bring to the attention of the Human Resources Support Office or the supervisor the need for possible on-the-job training. The Human Resources Support Office will investigate the need for the training and review his/her findings with the management officials involved. Where the supervisor authorizes the training, the Human Resources Support Office will provide staff services and assistance in carrying out the required training. The training will be scheduled to comply with the appropriate laws, rules, regulations or policies.

**Section 4.** Employees may express their views concerning on-the-job and other training to be conducted during working hours to the immediate supervisor. Employees who request in writing off-station training will receive a written answer from the department head or department training coordinator as a soon as practicable, or seven (7) calendar days.

**Section 5.** The Human resources Support Office will make available to the Union such information, guidance, and publications as he/she may obtain regarding desired training for self-development. The material will be in duplicate when reasonably possible.

**Section 6.** The Employer agrees to include a representative of the Union at local training sessions pertaining to the implementation of new laws, or regulations concerning the working conditions of civil service employees, except where a specific cost is incurred.

**Section 7.** Eighty (80) hours total of administrative leave will be annually apportioned by the Union officials at Whidbey Island, NAS Commissary; the eighty (80) total hours will be for the unit annually to attend training seminars sponsored by the Union and/or AFL-CIO providing the subject matter of such training is of mutual benefit to the Employer and the Union and subject to mission requirements. The Employer will normally receive advance notice of at least thirty (30) days of such training and the names of those individuals who will attend under this Article. In cases beyond the control of the Union, the employee's supervisor may accept a shorter notice. During the first year of the contract an additional 24 hours total will be allotted for training of Union stewards.

**Section 8.** The Union treasurer will be allowed official time for the preparation and filing of reports by other Government agencies, i.e., Department of Labor and IRS.

## **ARTICLE 24**

### **HEALTH AND SAFETY**

**Section 1.** Health and safety matters shall be governed by DeCA Directive 30-17, DeCA Safety and Occupational Health Program, and any addendums/additions thereto or its successor documents.

**Section 2.** The Employer and the Union will cooperate in the continuing effort to eliminate and reduce accidents and health hazards. The Employer agrees to provide and maintain safe and healthful work environments for all employees and will comply with governing laws and regulations relations to the health and safety of its employees.

#### **Section 3.**

- a. Employees requiring emergency medical treatment shall be given prompt, adequate medical attention through the Whidbey Island medical facilities. Employee shall be treated until determined by the on-duty medical officer in charge that the employee may be released on his/her own or employee can be transported to a public medical facility by a Washington State certified medical ambulance, at the employee's own expense.
- b. Employees may elect to seek private medical attention at their option.

**Section 4.** Upon request, the Employer will provide a list of on-the-job inquiries in accordance with the following:

- a. Quarterly;
- b. All cases involving workman's compensation claims.
- c. The Employer shall ensure that all OWCP injuries and claims are properly documented and filed.

**Section 5.** Protective devices, when required by directive for sanitation or safety purposes, shall be furnished by the Employer and used by the employees. All protective equipment and gear will accommodate individual's specific safety and health issues.

**Section 6.** The agency when purchasing new visual display (VDT) equipment will also purchase an equal amount of safety equipment for VDT operators to use the new VDT's. Examples: Adjustable furniture, adjustable illumination for screens, radiation protection shields, glare shields.

## **ARTICLE 25**

### **WORKING CONDITIONS**

#### **Section 1.**

- 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 and repetitive basis. The Administrative workweek of employees is the calendar week, 0001 hours Sunday through 2400 hours Saturday.
- b. The Basic workweek for full-time employees shall consist of five (5) consecutive eight (8) hour days within the administrative workweek and two consecutive days off, subject to workload requirements.
- c. The workweek of part time employees shall consist of 16 to 32 hours, regular or irregular schedule, within the administrative workweek. Every effort will be made to schedule two consecutive days off within the administrative workweek for part time employees, subject to workload requirements. Additional available work hours will be distributed in a fair and equitable manner by department.
- d. The above provisions will also apply for full-time temporary and part-time temporary employees.



**Section 2.** By department, and an employees, title, series, and grade, when a new Tour of Duty is established, SCD-leave will prevail if more than one qualified employee bids on that new Tour of Duty. No full-time employee may bid on a part time tour of duty or vice versa nor may bids be made on unequal part time hours of duty. If no employee bids on the new tour of duty, then inverse seniority will be applied. No employee will be required to bid on the new tour of duty. Notification of any new tours of duty will be provided to employees and the Union.

**Section 3.** The Employer will inform the affected employees and the Union of any change as soon as known and practical. The Employer will consider requests to change employees shift hours. Requests may be granted if the change would benefit the workflow and employee moral.

**Section 4.** The meal break is thirty (30) minutes in length and shall occur at or near the middle two (2) hours of the employee's scheduled work shift as workload permits. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, released from duty early, or appropriately compensated for the additional time worked.

**Section 5.** A rest period is authorized during each half-day work period, regular and/or overtime. Rest periods will be 15 minutes in duration and will not be used to start or end the workday, not be a continuation of the lunch period, and are not cumulative. Employees will be allowed to take their breaks and time will be made available. Employees will take their breaks to accommodate mission requirements. Employee breaks should not interrupt tasks that will have more than De minimis impact on mission requirements.

**Section 6.** Employees shall be compensated for work performed in accordance with the provisions of applicable regulations.

**Section 7.** A reasonable amount of time will be allowed prior to the beginning and the end of each shift for protection of properties and equipment, for set-up (e.g. Put on safety shoes and other required clothing) and clean up as follows:

- a. When an employee is in possession of delicate instruments, portable power tools and other government equipment or other tools that must be placed in safe keeping or returned at end of each shift for checking or preventive maintenance.
- b. When an employee is using or is exposed to any hazardous Industrial material (as defined by the Employer) that must be properly stored.
- c. When employees in a particular occupation require a special amount of time for cleanup purposes.
- d. When employees must complete required.

**Section 8.** Any complaint or disagreement on the changes of working conditions shall be handled in accordance with 5 USC Chapter 71 or the article on grievance procedure, or any other appropriate authority. A record of employee's schedules will be maintained for a period of 1 year by the Employer, and may be reviewed by the Union.

**Section 9.** Employees who spend a sustained time operating video display terminals (VDT) may be allowed short periods performing job related non-VDT associated tasks.

**Section 10.** Environmental differential pay will be paid for the kinds of work and at the rates-specified in appropriate regulations.

**Section 11.** Where shifts are scheduled not to include a meal period, employees will be granted time near their work assignment to eat a meal. This is intended to mean that employees will be permitted to eat a meal during the work shift without interruption of the regular performance of duty.

**Section 12.** To the maximum extent practicable, travel will be scheduled during the basic workweek. When it is necessary that an employee travel outside their regularly scheduled workweek, they will be compensated in accordance with current laws, regulations and directives. At the employee's request, the Employer will provide a written explanation of the necessity to perform travel outside the employee's basic workweek.

**Sections 13.** It is agreed that when an employee in the Unit is detailed or assigned to any position in which he/she has had no previous experience, the employee will be given a reasonable on-the-job orientation period when it is required to ensure job performance.

**Section 14.** When assigning employees to any work that the supervisor knows environmental pay is warranted, the supervisor shall so notify the employee. If at any time during a job assignment an employee believes that environmental differential pay is warranted, the employee shall call the matter to the attention of the immediate supervisor.

**Section 15.** VDT operators who become pregnant may be temporarily assigned, at their own request, to non-VDT work during the remaining term of the pregnancy, based on the joint determination of the employee's physician and the agency's own medical determination.

**Section 16.**

- a. The **EMPLOYER**, upon request, will furnish store and warehouse employees a locker. The contents of the locker are not to be thought of as private or free from inspection.
- b. Employee may provide a lock for their own locker.

- c. **EMPLOYER** will inspect the employees' lockers as needed to ensure compliance with directives for security, sanitation, health, safety, and property accountability. When possible, the employee will be allowed to observe the inspection. If the employee is not available, and there is a compelling need to open the locker, the inspecting manager must have a witness.
- d. Other than spot checks or for emergency sanitation or safety reasons, the union representative and the employees will be given two weeks' notice, when possible, of the requirement to remove items from their lockers.

## **ARTICLE 26**

### **REDUCTIONS IN FORCE**

**Section 1.** The Employer will notify the Union in writing of a proposed RIF, upon approval to conduct said RIF. The notification will include, but not be limited to, number of positions to be abolished, effective date, reason(s) for the RIF, and precede notification to affected employees. Further, the Union will be notified of meetings with unit employees on the proposed RIF, and allowed to be present and provide advice and guidance to affected employees.

**Section 2.** All RIF actions will be made in accordance with applicable laws and regulations. Any career or career-conditional employee who is separated as a result of a RIF shall be placed on a Reemployment Priority List and other appropriate reemployment lists. All such employees shall be given preference of reemployment.

**Section 3.** In situations where an employee elects to take a demotion in lieu of a RIF, the employee may be assigned to perform the duties of the lesser rated position subject to exception provided in applicable regulations. In such cases applicable "saved grade, saved pay" regulations shall apply. The Employer will give consideration to re-promoting such employees to the former rate.

**Section 4.** The Employer, to the extent consistent with manpower requirements, will make a reasonable effort to reassign employees affected by a RIF.

**Section 5.** In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place qualified employees in continuing positions that otherwise would be separated.

**Section 6.** In the case of a RIF, the Union and all affected employees will be afforded access to applicable files and records consistent with the Privacy and Freedom of Information Acts. Affected employees will be given the opportunity to voluntarily release this information to the Union.

## **ARTICLE 27**

## **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer and the Union agree to cooperate in providing equal opportunity in employment of all person, to prohibit discrimination because of age, race, color, religion, sex, national origin, or physical or mental handicap and to promote the full realization of equal employment opportunity (EEO) through a continuing affirmative program. The Employer will conduct a continuing campaign to eradicate every form of prejudice or discrimination from the Employer's personnel policies and practices and working conditions. The Employer will ensure that the work areas are free from hostile working environment.

**Section 2.** The Employer will develop, annually, an Affirmative Action Plan, which addressed goals of the EEO Program. The Union will be provided a copy upon revision.

## **ARTICLE 28**

### **ALCOHOLISM AND DRUG ABUSE**

**Section 1.** The Union agrees to support the Employer's program on alcoholism and drug abuse. The abuse of alcohol and drugs is recognized problem in which both parties have an obligation. Therefore, the parties agree that counseling is required and necessary for those employees identified as having problems and to assist them in seeking aid and medical treatment.

**Section 2.** Voluntary initial identification to the immediate supervisor will not be a reason for punitive action. Prompt referral to the Employee Assistant Program (EAP) will ensure the employee's privacy.

**Section 3.** Employees will be allowed Administrative Leave for initial contact with the Civilian Employee Assistance Program (CEAP) Coordinator.

**Section 4.** Any employee who accepts assistance for a drug-alcohol problem will be given 90 working days to improve their performance before being subject to adverse/disciplinary action.

**Section 5.** Other Employee Assistance Program services (e.g. financial counseling, family counseling, individual counseling, etc.) are also available to all employees and are voluntary. Employees will be allowed Administrative Leave for initial contact with the Employee Assistance Program. All other treatment, etc., will be charged to the appropriate leave category in accordance with leave regulations.

## **ARTICLE 29**

### **PPERFORMANCE APPRAISALS**

**Section 1.** Annual performance evaluations for unit members will be made pursuant to the provisions of the appropriate laws, regulations, and this Agreement. The rating period currently is 01 July through 30 June. Any changes in the evaluation system will be made only after the Employer has met the obligation pursuant to Article 3 of this contract.

**Section 2.** Each position description will accurately describe the primary duties assigned. Job performance elements must reflect valid job requirements if they are to be used for rating purposes. The phrase ‘other duties as assigned’ used in position descriptions must be valid job related requirements.

**Section 3.** Appraisal rating: An employee’s performance rating will be a result of application of the standards of performance to the employee’s performance on critical and non-critical elements of the employee’s work plan. The employee will be rated only on these elements.

**Section 4.** Union officials will be evaluated on actual time they are performing their work and will not suffer as a result of performing representational duties in accordance with applicable laws.

**Section 5.** Application of performance standards used to evaluate employee performance must be fair, objective, reasonable, and job related.

**Section 6.** Employees that perform at an acceptable level may be eligible for an appropriate monetary performance award.

**Section 7.** If the employee reasonably believes he/she will be rated unacceptable, he/she may request Union representation during a formal appraisal conference.

**Section 8. Performance Improvement Plan**

- a. When the supervisor determines that the employee will fail in one or more critical elements, the supervisor will develop a written comprehensive PIP and include whatever measures the supervisor determines are necessary to bring the employee’s performance up to the fully successful level. Any improvement plan that is developed will provide for counseling, training, and guidance, as appropriate.
- b. The employee will be given a reasonable amount of time in which to bring their performance up to an acceptable level. At the end of the PIP period, a written determination of the employee’s performance on the failed element(s) will be issued. If it is determined that the employee still failed the element, the supervisor will initiate action to remove the employee from the position by reassignment, demotion, or removal.

- c. If the employee successfully completes the PIP, but within a year of the onset of the PIP, the employee again becomes unacceptable on the same element(s), the supervisor will initiate removal, demotion or reassignment action, as appropriate.
- d. If a PIP period would end after the normal rating cycle, the rating cycle will be extended by the amount of time needed to complete the PIP before a performance appraisal rating is issued.

**Section 9.** Dissatisfaction over any aspect of an employee's evaluation or any extended by the amount of time needed to complete the PIP before a performance appraisal rating is issued.

**Section 10.** All information concerning work-studies over which management has control including any objections to data derived will be made available to the Union.

## **ARTICLE 30**

### **VOLUNTARY ALLOTMENT OF UNION DUES**

**Section 1.** Union dues shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

- a. The employee is a member in good standing in the Union.
- b. The employee has voluntarily authorized such a deduction on a Standard Form 1187, Allotment Form.
- c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- d. Section A of the Allotment Form has been completed and signed by an official of the Union and the form has been received by the payroll liaison office.

**Section 2.** The Employer shall deduct Union dues in the amount listed on Standard Form 1187 signed by an employee of the units for which the Union holds exclusive recognition.

**Section 3.** The Union shall be responsible for ensuring that the Allotment Form is provided and made available to the members, and ensure that the employees are fully informed concerning the program for payroll deduction of the Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments, Standard Form 1187, etc.

**Section 4.** Deduction of Union dues shall begin with the first pay period, which occurs after receipt of a correctly executed Allotment Form by the Region payroll liaison office. However, such forms must be received by the Unit payroll offices not later than three (3) working days prior to the beginning of the aforesaid payroll period. Employees may not request the deduction from their earnings of dues to more than one Union.

**Section 5.** If the amount of regular dues is changed by the Union, DFAS will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received in the payroll office, unless a later date is specified by the Union.

**Section 6.** The amount of dues withheld shall be transmitted by the DFAS, transferred to the Treasurer of the Union, by the electronic deposit, not later than ten (10) workdays after the close of the pay period in which the deduction was made. With each remittance, the payroll office shall provide the Union with two (2) copies of the computer printout containing the following information as a minimum.

- a. Names and payroll number of each employee for whom dues are being deducted and the amount of each deduction.
- b. Total number of employees for whom dues were withheld.
- c. Total amount withheld.

**Section 7.** An employee may revoke an allotment for Union dues by submitting a Standard Form 1188. The Standard Form 1188 will be obtained from the Union or Human Resources/Store, during normal office hours. Upon receipt of the revocation form, the payroll office will discontinue the withholding of dues from the employee's pay effective the first full pay period beginning after the individual's anniversary date.

**Section 8.** An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union,
- b. Separation of the employee from the units.
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

**Section 9.** The Union shall furnish the Employer at the earliest practicable date with a certification of the amount of dues and the name and address of the official of the Union authorized to certify Section of a Standard Form 1187 on behalf of the Union. The

Union shall be responsible for giving the Employer prompt written notification of any changes in the name or address, or both, of the officials of the Union.

## **ARTICLE 31**

### **SMOKING**

**Section 1.** Outdoor smoking areas will be provided for employees. Areas where smoking is permitted will be properly identified.

**Section 2.** Rest breaks will be consistent as between smokers and non-smokers.

**Section 3.** Smoking cessation classes that are available at the installation will be provided during duty time to those employees who wish to stop smoking. If such classes are not available at the installation, information about off-base smoking cessation classes will be provided.

**Section 4.** Facilities and other issues concerning smoking not covered above will be negotiated.

## **ARTICLE 32**

### **MERIT STAFFING**

**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 among the best-qualified candidates. Rating plans will be valid and job related. The Merit Promotion Program shall be administered in accordance with applicable laws, rules and regulation.

**Section 2.**

- a. The minimum area of consideration is where the **EMPLOYER** reasonably expects to get at least three (3) highly qualified candidates for a vacancy. Vacancy announcements will be open and posted on the official bulletin board for a minimum of seven (7) days. A copy of the announcement will be given to the **UNION**.
- b. For open continuous announcements, a cover sheet will be open and posted for a minimum of seven (7) days. The cover sheet will indicate the cutoff date for applying, and, in the case of a part-time vacancy, the number of hours for that particular vacancy.
- c. 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 an announcement to an 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 Civilian Personnel Office prior to the closing date of the announcement. Official mail may not be used for submission of job applications.

**Section 4.** Selecting officials may interview all, some, or none of the candidates on a certificate, and they must use job-related criteria for determining which candidate to interview. Employees should understand that they may be interviewed, their application reviewed/scored or both.

**Section 5.** 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 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 direction for which consideration was lost. Promotions will be implemented that are directed by higher authorities to effect corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law. There is no time limit on the exercise of this consideration. Promotions that are directed by higher authorities to effect corrective action will be implemented in accordance with the appropriate DeCA directive.

**Section 6.** Priority referral will be given to employees eligible for grade or pay retention that were downgraded through no fault of their own. They will be referred and considered prior to other merit promotion candidates.

**Section 7.** A maximum of 10 promotion candidates will be referred for each vacancy. One additional candidate will be referred for each additional vacancy. Where ties exist for the final position among the highly qualified candidates after evaluation and ranking factors, all tied candidates will be referred. Referral listings will be sent to the selecting official in alphabetical order.

**Section 8.** **UNION** may request the ranking plan Section 7114(b) (4) of the Federal Service Labor-Management Relations Statute (FSLMRS)

**Section 9.** An employee not selected under Merit Promotion procedures may seek corrective action through the negotiated grievance procedure if a procedural violation or non-merit consideration is alleged.

## **ARTICLE 33**

### **REALIGNMENT OF WORKFORCE/CONTRACTING OUT**

**Section 1.** Management agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit. Management agrees to notify the Union of the key steps in the commercial activities process and consider comments from the Union at the appropriate steps (e.g., general notice to employees regarding contracting out). It is understood that the Employer has sole discretion in the decision to contract out. Disputes that arise as a result of such decisions may only be addressed through the statutory appeal process contained within the OMB Circular.

## **ARTICLE 34**

### **DURATION OF AGREEMENT**

**Section 1.** This Agreement as executed by the parties shall remain in full force and effect for three (3) full years from the date of the approval by the Agency. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition. On the request of either party, the parties shall meet to commence negotiations on a new Agreement no more than sixty (60), no less than thirty (30), days prior to the expiration date of this Agreement.

**Section 2.** This Agreement, except for its duration period as specified in the Section 1 of the Article, is subject to opening as follows:

- a. Either party may request a re-opener and talk about modification of the Agreement anytime after the first anniversary of the effective date of the Agreement. The notice shall include the modification desired. A conference between the parties will be convened within thirty (30) days after the date of notice. Each party will be limited to no more than one (1) such conference during the three (3) year life of this Agreement. Each party will also be limited to submitting three (3) proposals at any one reopening conference. A proposal may include a change in one or more sections of an article, and/or an introduction or deletion of an article.
- b. It shall be opened for amendment upon written request of either party made within thirty (30) calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or the Defense Commissary Agency, which substantially alters discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each amendment is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and the discretionary area(s) which the same delegates to the Employer. Such amendments, as agreed to by the parties, will be duly executed by the parties.

**Section 3.** Any amendment to this Agreement as agreed upon by the parties shall be promptly reproduced by the Employer and disseminated to all employees within the limits as mutually agreed.

**Section 4.** No agreement, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and approved by the Secretary of Defense.

**Section 5.** The waiver of any breach or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.