

COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE ARMY AND AIR FORCE
EXCHANGE SERVICE
AND THE
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC

5 March 2007

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ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for covered employees of the Unit with respect to wage and hours and other terms and conditions of employment. Employees covered by this Agreement are those as certified by the Federal Labor Relations Authority in Case Number DA-RP-70032.

- a. Included: All regular full-time, regular part-time, and intermittent hourly pay plan or commission pay plan employees of the Army and Air Force Exchange Service, Cannon Air Force Base, Clovis, New Mexico.
- b. Excluded: All professional employees; management officials; supervisors; temporary full-time and temporary part-time employees; off-duty military employees; guards and loss prevention employees; and employees described in 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

ARTICLE 2
COLLECTIVE BARGAINING PROCEDURE

1. All matters within the scope of bargaining have been negotiated and agreed upon herein. The Employer and the Union agree to waive the obligation to bargain during the term of the agreement except as outlined below.

2. The Employer recognizes its obligation to give reasonable notice to the Union prior to implementing changes in work rules and personnel policies, practices, and matters affecting working conditions of Unit employees.

3. When a change to conditions of employment is proposed by the Employer, written notice of such change will be provided to the Union. The Union shall provide a written request to negotiate, which will include written proposals for negotiation within fourteen (14) calendar days of receipt of such notice. If proposals are not submitted within the fourteen (14) day time frame then the Employer may proceed with the implementation of the proposed changes. A lack of response from the Union's Representative within the response period shall be construed as concurrence with the proposed change.

4. Unless mutually agreed otherwise, negotiations shall commence within seven (7) calendar days of receipt of the Union's bargaining demand. Ground rules will not be negotiated and are hereby waived for any bargaining, other than term, unless the parties mutually agree to negotiate ground rules for this purpose. If the parties are not able to reach agreement on the use or non-use of ground rules for mid-term bargaining, the matter will be subject to mediation. If the parties are unable to resolve the dispute through mediation, the matter may be appealed through the grievance arbitration procedure.

5. Term negotiations for the Collective Bargaining Agreement will be conducted in

accordance with appropriate ground rules agreements between the parties.

6. To promote a relationship between the Employer and the Union that is characterized by mutual responsibility and respect, the Employer and the Union and their respective representatives at all levels will apply the terms of this negotiated Agreement consistent with its intent.

7. Either party has the right to confer, at reasonable times, with the other concerning appropriate matters. The party desiring a meeting shall give reasonable notice to the other party specifying the matter to be discussed and, if appropriate, summarizing the incident or condition, which necessitates the meeting. Summaries, or other records of meetings, shall be made as either party deems necessary unless the parties mutually agree in advance that a formal record of a meeting is necessary.

ARTICLE 3 **NON-DISCRIMINATION**

1. The Parties will not discriminate against any bargaining unit employee on the basis of any protected status under applicable law.

2. The Parties will not discriminate against any bargaining unit employee with regard to terms and conditions of employment or union or non-union status.

3. The use of masculine or feminine gender or titles in this Agreement shall be considered as including both genders and not gender limiting.

ARTICLE 4 **GRIEVANCE PROCEDURE**

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

2. Definition - A grievance means any complaint -

a. By any employee concerning any matter relating to the employment of the employee;

b. By the Union concerning any matter relating to the employment of any employee;
or

c. By any employee, the Union or the Employer concerning-

(1) the effect or interpretation or a claim of breach, of a collective bargaining agreement, or

(2) any claimed violation, misinterpretation, or misapplication of any law,

rule, or regulation affecting conditions of employment:

d. Except that the following matters shall be outside the scope of any grievance procedure:

- (1) All exemptions granted under 5 USC 7121 of the Federal Service Labor-Management Relations Statute.
- (2) Separation during probation, except for cause, or
- (3) Non-Selection for a position outside the Unit.
- (4) Resignations, voluntary demotions or other voluntary actions as may otherwise be reflected in this Agreement.
- (5) Equal Employment Opportunity Complaints.
- (6) Any other statutory complaint process.
- (7) Performance Evaluations within the extraordinary rating.
- (8) Counseling, not resulting in disciplinary action.

3. Procedures:

a. The Employer and the Union agree that every effort will be made by Local Management and the aggrieved party(ies) to settle grievances at the lowest possible level. Time during work hours will be allowed for employees and Union Representatives to discuss, prepare for and present grievances. All complaints will be given careful and unprejudiced consideration and will be treated with confidentiality.

b. The number of days indicated at each level of this procedure shall be considered the maximum allowable. The parties agree that every effort shall be made to expedite the process.

c. If the Employer fails to comply with the time limit requirements as set forth under any aspect of the grievance procedure, the grievance shall be considered automatically appealed to the next level.

d. If the Union fails to comply with the time limit requirements as set forth under any aspect of the grievance procedure, the grievance shall be considered closed.

e. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties.

f. Failure to submit a grievance within ten (10) calendar days following the commission, omission, or discovery of the act or condition that precipitated the grievance will result in the forfeiture of the right to file the grievance.

g. No reprisal or retaliation by any party to the grievance shall be taken against a grievant, a witness, or employee as a result of participation in the processing of a grievance.

h. After a Union representative has referred a grievance to the Employer for adjustment, the Employer shall not initiate discussion on the matter with the employee or adjust the grievance pending settlement with the Union.

- i. Nothing herein shall be considered as limiting the right of an employee to discuss or process a grievance as an individual. In such cases the Union shall be notified by the Principal Management Official (PMO).
- j. The parties shall cooperate in any investigation, which may be necessary in order to expedite the grievance process.
- k. Consistent with the requirements of the Federal Service Labor-Management Relations Statute, the Employer will furnish the Union, upon written request, copies of documents which are necessary for discussion and/or representation. Pending receipt of the requested information, the time limits for processing of the grievance will be held in abeyance.
- l. Either party may raise a question of grievability or arbitrability at any step of the grievance procedure up to and including arbitration. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.
- m. Application: A grievance under this Article may be undertaken by an employee or by the Union or by the Employer. Whenever the employee chooses to represent himself during the negotiated grievance procedure, the Union has the right to be present.

ARTICLE 4 (Continued)

Communications under this procedure shall be to the designated representative. The Union or a representative approved by the Union may represent employees in the negotiated grievance procedure. Any resolution of a grievance must be consistent with the terms of this Collective Bargaining Agreement. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

4. Grievance Procedure Steps

Step 1 Informal Grievance: The informal grievance shall first be taken up by the grievant (and representative, if he/she elects to have one) orally or in writing with the immediate supervisor, or designated representative. The informal grievance must be initiated within ten (10) calendar days of the day the incident occurred that gave rise to the grievance or within ten (10) calendar days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. An on-going event that may give rise to a grievance may be grieved at any time, provided that at the time the grievance is filed the event complained of must have last occurred seven (7) calendar days before the grievance is filed. A written decision will be given for written grievances to the grievant within seven (7) calendar days after presentation of the grievance by the immediate supervisor, or designated representative.

Step 2 Formal Grievance: If the grievant is dissatisfied with the decision given on the “informal grievance,” or if no decision is received within seven (7) calendar days, and the grievant or their representative decides to advance the grievance, the grievance shall be reduced to writing by the grievant and initiated as a formal grievance within seven (7) calendar days after receipt of the decision on the informal grievance or the deadline for filing a decision, if none is filed. The formal grievance shall be presented by the grievant or his/her representative to the next-level supervisor.

Upon receipt of the formal grievance, the supervisor shall meet with the grievant and the grievant's representative, discuss the grievance, and render a written decision within fifteen (15) calendar days.

Step 3: If the grievance is not settled at Step 2 and it is decided that the grievance will be advanced, the grievant or his/her representative shall forward the grievance to the Principal Management Official for review within seven (7) calendar days. The Principle Management Official shall be any person designated by AAFES who has not decided a prior step. The Principal Management Official will review the grievance, consulting with the Step 2 supervisor if necessary, the grievant and/or the grievant with his Union representative and give the grievant and/or the Union representative his/her written answer within fifteen (15) calendar days after receipt of the grievance.

Step 4: If the Parties mutually agree to do so, the Union's representative and Management's representative will make arrangements to meet within seven (7) calendar days from the date of the decision rendered at Step 3 and determine whether the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) is mutually acceptable to attempt resolution of the grievance.

ARTICLE 4 (Continued)

Step 5: If the grievance is not satisfactorily settled at Step 3, either the Union or the Employer may refer the matter to arbitration. All time limits in this Article may be extended by mutual consent. Failure of the responding party to observe the time limits shall entitle the initiating party to advance the grievance to the next step with the exception of the step involving arbitration which may only be invoked by the Union or Employer. If the Union fails to comply with the time limit requirement as set forth under any aspect of the grievance procedure, the grievance shall be considered closed. Claims of a failure to comply with this procedure may be raised as grievability/arbitrability issues. Grievances will not be maintained in the employee's Official Personnel Records except those responding to disciplinary actions which have become final without right of further appeal and will be available only to persons who have a need to know.

5. Union-Management Procedure.

a. Level of Filing Grievances: In the case of a grievance which the Union may have against the Employer or the Employer may have against the Union, the processing of such grievance shall begin with the filing of the grievance with the PMO or designated individual, if filed against the employer or the Union Representative if filed against the Union. The Parties shall meet within fifteen (15) calendar days following receipt, to discuss the grievance in an effort to resolve the matter. If resolution is not reached in the discussion, the party with whom the grievance was filed shall issue its written decision within fifteen (15) calendar days after the discussion. Within thirty (30) calendar days after receipt of the written decision, the grieving party may invoke arbitration. The purpose and intent of this Section is to provide a grievance process to resolve matters between the Union and Management as follows:

b. Where a matter is timely raised as an informal grievance, the time limits for evaluating the matter to the next step shall not begin while the Parties are attempting to resolve the matter informally.

c. When the Union elects to take a grievance which could otherwise be filed as an employee grievance, the Union will abide by the ten (10) day time limit in Section 4. Step 1.

d. The Union or Employer grievances shall be filed within thirty (30) calendar days of the incident giving rise to the issue or the last occurrence of a continuing issue. The Parties shall discuss the matter within fifteen (15) calendar days of receipt of the grievance.

e. The respondent will reply within fifteen (15) calendar days of the grievance meeting or expiration of meeting period.

6. Time limits at any step of the grievance procedure may be extended by mutual agreement by the Parties. Grievances should be resolved at the lowest level. However, there will be times, such as when a higher level supervisor has taken the action being grieved, when a grievance may be more appropriately initiated at the second or third step.

7. If any aspect of the grievance procedure is due on a Saturday, Sunday or a holiday, and the Management or Union offices are closed on that day, the Parties agree that the submission will be due to Management or the Union on the next official administrative workday.

ARTICLE 5 **FINAL AND BINDING ARBITRATION**

1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, either party may refer the issue to arbitration. The parties fully agree to cooperate in any and all arbitration proceedings as provided in this Agreement and as required by applicable law.

2. Notice referring an issue to arbitration must be in writing and submitted within thirty (30) calendar days following the issuance of the final grievance decision. Communications under this procedure shall be to the designated representative. The notice shall include a description of the specific grievance being referred to arbitration and the name, address and telephone number of the moving party's designated representative in the matter. The Union, or a representative approved by the Union, may represent employees under this Article.

3. Within fifteen (15) calendar days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. When either party refuses to join in such a request, the other party may proceed. The moving party will initiate and sign the required FMCS form and forward it to the opposing party. The moving party shall be responsible for paying the fee required by the FMCS for providing a panel of arbitrators, which should accompany FMCS Form R-43. The respondent shall sign the form and forward it and the FMCS fee to the FMCS within 10 calendar days of receiving the form. When either party refuses to join in such a request, the other party may proceed in the arbitration process. The moving party will be responsible for contacting, or meeting with, the opposing party within fifteen (15) calendar days after receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Parties will each strike

one arbitrator's name from the list of seven (7) and will then repeat this procedure until only one arbitrator's name remains who shall be the Parties duly selected arbitrator. The moving Party shall have the option to either strike first, or offer that opportunity to the opposing Party. If either Party declines to participate in the selection, the FMCS shall be empowered to select the arbitrator.

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

5. A prompt hearing date shall be scheduled by mutual agreement of the Parties. However, where either party refuses to agree to set a date, or without sufficient cause delays the setting of a date, the arbitrator shall be empowered to set a hearing date. Either party may request a change in the date of hearing up to ten (10) calendar days prior to the established hearing date. The party requesting such change may do so for only good cause and shall bear any cancellation fee or other such charges levied by the arbitrator. The alternate date selected in place of the original arbitration hearing date shall be jointly agreed upon by the parties before the arbitrator commits to any future hearing date.

ARTICLE 5 (continued)

6. The arbitration hearing will be held within the geographic area of the Local Bargaining Unit on AAFES-furnished premises during the regular day shift of the basic workweek.

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

8. Representatives: Both the Employer and Union are entitled to have no more than one lead advocate, one technical advisor, and one other representative, with no more than two (2) on official time, present at the arbitration hearing. These restrictions do not include the grievant. Employees designated to testify and assist in presenting the Union's case shall each be granted a reasonable amount of official time to prepare for the hearing, and shall be on official time while participating at the hearing. If a designated representative is not on a regular day shift of the basic workweek, the representative's work shift will be changed to a regular day shift of the basic workweek on each day of the representative's participation in the hearing, provided the representative requests such change, in writing to the Principle Management Official or designee, no later than 7 calendar days prior to the hearing.

9. Witnesses: Prior to the hearing the Parties will exchange witness lists and will request the arbitrator to resolve any disputes concerning the necessity of witnesses. Provided the Unions witness list is received no later than seven (7) calendar days prior to the hearing, the Employer shall make arrangements with the witnesses' supervisor to obtain the release of the witnesses. If the Union fails to provide the witness list within the specified time, it must make appropriate arrangements with the witnesses' supervisor to obtain their release. In order to minimize the

witnesses' absence from the worksite, the Union will provide the Employer with the expected order of its witnesses as soon as possible, but no later than the day of the hearing. If a designated witness is not on a regular day shift of the basic workweek, the witnesses' work shift will be changed to a regular day shift of the basic workweek on each day of the witnesses participation in the hearing, provided the witness requests such change no later than seven (7) calendar days prior to the hearing. Each witness will return to work upon release by the arbitrator.

ARTICLE 6 **UNION REPRESENTATION**

1. The Union may designate a reasonable number of unit employees as stewards who shall be responsible for representing employees. The Employer agrees to recognize the representatives designated by the Union. The Union shall maintain a list of Union representatives (i.e., elected officers and stewards), and provide updated lists to the Employer as changes occur. The Union is responsible for providing guidance to its Union officials and bargaining unit members on all aspects of this Collective Bargaining Agreement.

2. Union representatives may receive and investigate, but shall not solicit, grievances of employees on Employer time or property. Solicitation of Union membership and other activities concerning the internal management of the Union shall not be conducted while on official time, or during working hours of the involved employees, or in work areas. The Union, or any employee, shall not conduct Union business during work hours if such business disrupts the job duties of the employees involved.

3. The Union's designated representative may confer with the Employer's designated representative on the Employer's premises concerning issues related to the administration of this Agreement as provided for in this Agreement. At no time will designated employee Union representatives suffer loss in pay for attending meetings called by the Employer and held during the representative's normally scheduled work hours.

4. The primary responsibility of a Union representative shall be his assigned duties as an AAFES employee. Workload permitting, an appropriate amount of official time may be granted to perform the representational responsibilities. Supervisory permission will be granted promptly in the absence of extenuating circumstances. In the event the only available Union representative is precluded by work assignments, the representational meeting will be postponed until a Union representative is available to the employee; however, in no case shall the postponement be more than 48 hours.

5. It is agreed by the Parties that Union Representatives:

a. When desiring to perform representational duties during working hours, shall first request on an AAFES leave form approval from his/her immediate supervisor or designee. There is no obligation for the Union Representative to provide the supervisor with the name of the grievant. The form shall indicate that the request is for a representational purpose, estimated amount of time required and location of the representational function.

Examples of representational functions include but are not limited to:

- 1) Term Negotiations
- 2) ULP (investigation and preparation)
- 3) Grievance (investigation and preparation)
- 4) Mid-Term Negotiations
- 5) Data Request (preparation/review)
- 6) Meeting
- 7) Representing unit member
- 8) Arbitration (preparation and review)

b. The representative will physically report back to his/her supervisor upon expiration of the official time authorized, unless the time approved will extend to, or exceed, the end of his/her scheduled workdays.

c. When necessary to meet with another employee, the Union Representative will also determine the availability of that employee by contacting that employee's immediate supervisor. The release of that employee will be accomplished in the same manner as described in subsections a. above.

d. The Union agrees that no Union official will conduct representational activities with a bargaining unit employee who is on duty, excluding lunch and designated rest breaks, without first obtaining approval from that employee's supervisor as outlined above.

e. Local Management may maintain a record of official time used for representational duties.

6. Non-AAFES employed representatives of the Union will be provided reasonable and necessary access to Unit employees. After Union representatives properly identify themselves to the appropriate Local Management Official and obtain permission to enter the AAFES facility, they will be provided reasonable and necessary access to Unit employees for representational purposes. Union representatives will notify the Employer prior to entering facilities to contact Unit employees for representational purposes. Designated non-employee representatives of the Union may have access to the facility for the purpose of conferring with the Employer and observing conditions related to the administration of the Agreement provided that prior approval is received from the Employer. A representative who is not otherwise authorized to enter a facility and/or restricted area will be escorted by an Employer representative to such area to contact an employee, or workload permitting, the employee will be permitted to leave the restricted area to meet with the Union representative in timely manner.

ARTICLE 6 (continued)

7. All meetings between the parties will be mutually scheduled in a timely manner.

8. The Union will be entitled to one-hundred (100) hours of official time for each contract year during the term of this Agreement for employees who are designated as Union representatives. Such time may be used by one or more employee Union representatives for necessary Union training, bargaining preparation, and other Union representational matters, but shall not exceed a

total of one-hundred (100) hours of paid time. Additional time in the form of leave without pay may be granted for necessary Union representational activities. The request for such leave shall be forwarded to the PMO, and contain information about the purpose and duration of leave.

9. During Phase 1 Orientation of all new Unit employees, a Union representative will be allowed twenty (20) minutes to inform the new employees about the Union. The Union representative will be allowed to distribute Union literature, provide names and phone numbers of Union representatives, and answer any questions the new hires may have about the Union. The Union agrees that during this time it shall not be used for solicitation of Union membership.

10. Upon request from the Union, but no more than four (4) times per year, the Employer agrees to allow Unit employees to receive Union mailings at the work site, provided the material to be mailed does not contain information which is inflammatory, derogatory, controversial, or disruptive to good relations; or contains false, misleading, scurrilous, or indecent information; or solicits Union membership, or is deemed political in nature. The Employer agrees to mail the literature, to each facility where Unit employees are assigned through the agency system, provided the mailings have been specifically addressed by the Union. However, distribution to individual employees shall not be the responsibility of the Employer. A proof copy of the material will be provided to the Employer for review one week prior to the planned mailing.

11. At the written request of the Union, the Employer will provide the Union with use of space for meetings during non-duty hours when such space is available and within the control of the Employer. The Union agrees to request such space at least ten (10) calendar days in advance of the meeting.

12. The distribution of Union literature to Unit employees may only be done during the non-work time of the employees who distribute the material, and in non-work areas, to Unit employees during their non-work time. For purposes of this Article, mealtime and break times are considered non-work time. Material will not be distributed in, or removed to, customer contact areas. The Union agrees that it will not distribute material, which is inflammatory, derogatory, controversial, or disruptive to good relations. At those locations where the work area also functions as the break room, such as the Burger King dining room, auto shop bays, and Exchange Mall, distribution of Union literature may be done while those employees are on break. In such cases, however, the parties agree that the distribution of Union literature shall not interfere with the activities of the customers. Non-work areas will include break rooms, common areas, and public areas available to members of the public and generally used for the purpose of congregation.

13. The Employer agrees, on a case-by-case basis, to make a reasonable effort to provide employees who want to discuss a matter with their Union representative a confidential location to do so.

14. The Employer agrees to maintain a posture of neutrality with regard to questions of membership or non-membership in the labor organization.

15. The Union will be provided one 3'X2' bulletin board in each facility where one or more bargaining unit members are assigned for the purpose of disseminating information about the Union and its activities. The Union agrees that nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in the material to be posted. Only designated

Union representatives will be permitted to post or remove materials from these boards. These

ARTICLE 6 (continued)

representatives shall have access to Union bulletin boards in secure or restricted areas except during peak operating hours. Copies of all material posted in bulletin boards, by the Union, will be provided to the General Manager concurrently.

16. In the event that bulletin board space is not available at a facility where bargaining unit members are assigned, the Employer and a representative of the Local Union will meet for the purpose of determining a mutually agreeable alternate method of communications and distribution at the facility.

ARTICLE 7

EMPLOYEE DISCUSSIONS/COUNSELING

1. The parties are in agreement that performance counseling is designed to promote better performance and foster communication. An employee counseling will be administered in accordance with the provisions of EOP 15-10 or any other provisions contained in this Agreement. Goals of performance counseling include but are not limited to:

a. Assuring an employee that they are performing well in their job, documenting significant achievements, self-development efforts, documenting and correcting performance and conduct deficiencies and motivating the employee to develop a positive approach to problem resolution.

b. Informing the employee at the beginning of the counseling session that she/he is being counseled, and the reason for the counseling session. Performance counseling that is not investigatory or disciplinary in nature does not give rise to the right to Union Representation.

2. An employee who is the subject of an investigation shall be given the opportunity to have Union representation if the employee reasonably believes that the investigation may result in disciplinary action against the employee, provided the employee requests such representation.

ARTICLE 8

LEAVE

1. The provisions of paid leave and unpaid leave (LWOP), i.e., vacation leave, sick leave, military leave, administrative leave (jury duty, voting, fitness for duty exams), advance sick leave, or FMLA, will be administered in accordance with the provisions of EOP 15-10, draft rewrite dated 1 September 2005, scheduled for publication in 2007 except for the submissions below.

2. Advance Study Leave

a. Advance study leave is leave without pay granted to employees for no more than one semester to complete a Bachelors, Masters, or Associates degree. Employees who have satisfactorily completed their probationary period and have been continuously employed by the Employer for one year or more are eligible to apply for such leave.

b. It is incumbent upon the employee to show that the degree sought may be completed during the requested absence. Such leaves of absence shall be conditioned upon sufficient notice, and the ability of the Employer to make adequate arrangements for handling the work of the employee during the period of absence.

3. Annual Leave (Vacation)

a. The Employer agrees to grant annual leave to employees for the purposes of rest, relaxation, recreation or for other justifiable reasons consistent with work load requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as circumstances warrant.

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

c. An annual leave request for periods of one week or more will normally be scheduled on a yearly basis. In the event of a conflict in annual leave scheduling among employees, the senior employee based on length of AAFES service will be given first choice in the absence of determinable personal hardship. Subsequent conflict will not be resolved in favor of the senior employee if it results in the same employee again receiving preferential treatment.

4. Sick Leave

a. Sick leave, if accrued, shall be granted to employees when they are incapacitated from the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor, or supervisor's designee, by telephone or other appropriate means as soon as possible, but in any event no later than one (1) hour prior to the start of the duty day. Such notice to the supervisor shall include the employees' expected date of return, if known.

b. Sick leave, if available, shall be granted to employees in accordance with applicable regulations for medical, dental, or optical examination or treatment. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted in advance of the appointment. The request must contain information as to time, place, and date of appointment.

c. Sick leave is intended to ensure against loss of income when eligible employees are incapacitated by illness or injury. Sick leave is not intended to supplement annual leave.

Accordingly, the Employer will periodically advise the employees of the purpose of this provision and attempt to prevent the abuse of this benefit. The Employer recognizes that employees should not be penalized for using sick leave for legitimate purposes. The misuse of sick leave is a proper basis for disciplinary action.

ARTICLE 8 (continued)

d. In the event the Employer reasonably believes an employee is using sick leave improperly, the employee may be required to supply a certificate from a physician stating the reason for the absence. In such cases, the Employer may notify the employee that a physician's certificate will be required for future absences until the employee shows improvement in the attendance pattern over a six month period. Examples of factors that may indicate improper use of sick leave would be:

- (1) Low sick leave balance compared to creditable years of service with no major illnesses or chronic, diagnosed health problem.
- (2) Documented record of unscheduled leave requests that may be in conjunction with weekends, holidays, scheduled days off, family events, etc.
- (3) Absences in excess of accrued leave.

e. Although not eligible for sick leave under this Article, Intermittent employees not reporting for work because of illness must furnish notice to the supervisor or the supervisor's designee, no later than one (1) hour prior to the start of the employees shift.

f. Employees may choose to coordinate sick leave with pay for illness when receiving Workers' Compensation benefits.

g. In all cases where the employee's absence is for a period of more than five (5) calendar days, the period of absence must be verified by competent medical authority in accordance with the Managed Disability Program.

5. Funeral Leave:

a. Time off and compensation for administrative leave is subject to the following limitations: Immediate family is defined as spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, sister or brother-in-law, and parents of current spouse.

b. Proof of relationship may be required.

c. Compensated hours under the terms of this Article will be counted as hours worked in computing vacation pay, holiday pay and overtime compensation.

d. Employees shall be compensated at their regular straight time hourly rate for regular hours scheduled for up to five (5) consecutive days.

e. At the discretion of the immediate supervisor, time off for other individuals not specifically identified in Section 5.a above may be handled through the annual leave

provisions of Section 3.

f. The Employer may approve administrative leave for employees to attend the funeral of a close co-worker. The number of employees released and the amount of time granted shall be based on operational requirements and the unique circumstances of each case.

6. Facility Closures

a. In the event of a base closure due to adverse weather, called by the Base Commander, the Employer will consult with the Command on the severity of conditions and the requirement to maintain certain services within its mission. The Employer will take reasonable steps to insure the safety and well being of its employees.

b. When the Employer decides during working hours that an activities' hours must be reduced or the activity closed, employees considered essential will be required to remain on duty and may be reassigned to another department within the exchange. All other employees on duty will be administratively excused without charge to leave or loss of pay for the balance of their work schedule on that day or if the curtailment continues, for those hours scheduled within the 24 hour notice period.

c. When administrative excusal is authorized prior to the beginning of the shift, all non-essential employees will be excused without charge to leave for that portion of the shift or for their scheduled work hours within a 24-hour notice period. Means of notification may be by telephone and/or selected radio/television station announcements. Employees notified that they must report to work are required to report to work as instructed.

d. If the curtailment of hours of the Exchange or store extends beyond the initial 24-hour notice period, employees not required to work will be required to take unscheduled vacation leave if available, or leave without pay if vacation leave is not available.

e. All essential employees are required to report for duty unless notified otherwise by the Employer. Employees reporting for work shall be paid at the applicable base hourly rate for all hours scheduled.

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

7. Holidays

a. The parties agree to recognize the following holidays:

- (1) New Years Day
- (2) Martin Luther King's Birthday
- (3) Presidents Day
- (4) Memorial Day
- (5) Independence Day

- (6) Labor Day
- (7) Columbus Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Christmas

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

- b. Most employees are authorized time off for holidays when the holiday falls on a scheduled workday provided they're in a pay status the scheduled workday before or after the holiday. For regular full-time and regular part-time employees, if the holiday falls on a nonscheduled workday of the employee, it will be observed on the first scheduled workday following the holiday.
- c. Employees will receive Holiday Premium Pay worked only for those hours actually worked on the holiday.

ARTICLE 9 **WORK SCHEDULES**

1. The parties agree that Work Schedules will be administered in accordance with the provisions of EOP 15-10 and this Article.
2. The administrative workweek will consist of seven (7) consecutive days extending from 0001 hours, Saturday, to 2400 hours the following Friday. Except where inconsistent with operational needs, the basic workweek will not exceed eight (8) hours per day and will not be scheduled for more than five (5) days in an administrative workweek.
3. The Employer shall have the right to continue all presently established work shifts. The Union will be advised of proposed changes in work shifts at which time the Union may exercise its right to consult/negotiate as appropriate under applicable law.
4. Except when clearly inconsistent with operational requirements, employees working six (6) hours or less will be authorized one 15-minute rest period, and employees working more than six (6) hours will be authorized two 15-minute rest periods during the workday. The rest periods will be taken at times determined appropriate by management based upon operational requirements.
5. Lunch periods will be scheduled for not less than 30 minutes, nor more than one (1) hour. Employees who work six (6) hours or more shall have a lunch period as determined appropriate by management based upon operational requirements. Lunch periods are not considered as time worked.
6. Changes in the regular scheduled workweek will be posted on the bulletin board and brought to the attention of the employees at least one week prior to the effective date of the new

schedule, except when the agency would be seriously handicapped or costs would be substantially increased. In such cases, the Employer will notify the employee as soon as the Employer becomes aware of the requirement to modify work schedules.

7. Changes in an employee's regular scheduled workweek are an adverse action requiring notice periods and other administrative procedures governing adverse actions, when the change results in:

a. A reduction in an employee's base salary or in the number of hours of duty in the employee's regular scheduled workweek based on reorganization or reclassification of the employee's job, or due to a RIF; or

b. Any reduction in excess of 4 hours per week in the number of hours of duty in the employee's regular schedule workweek.

8. Whenever an employee has left the work site and is required to return to work, the employee will be paid for a minimum of two (2) hours or for the actual time worked, whichever is greater. This provision does not apply if the assigned work immediately precedes or follows the employee's normal work hours.

ARTICLE 10 **OVERTIME**

1. The parties agree that overtime will be administered in accordance with the provisions of EOP 15-10, the Fair Labor Standards Act, or any other applicable provisions contained in this Agreement.

2. All overtime assignments shall be approved by the Employer.

3. Pay at time and one half the employee's straight time hourly rate of pay shall be paid for time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in an administrative work-week, which ever is best for the employee.

4. The Employer will distribute overtime, in an equitable manner, consistent with legitimate business requirements based on work classification, qualification, and work unit.

5. The parties agree that the employees may not be required to work overtime if they have a compelling personal reason for not doing so, unless a qualified employee cannot be found to work the overtime.

6. If the Employer is unable to locate a qualified volunteer employee for an overtime assignment, employees will be drafted by work classification and work unit from those employees qualified to perform the work. When making the overtime assignment, management will take into consideration performance and seniority to insure the overtime assignment is offered in a fair and equitable manner.

7. Hours for the purpose of determining overtime pay for employees shall include:

- a. All hours worked to include call back hours and required mandatory meetings or in-service training.
- b. Annual, sick, and administrative leave
- c. Authorized holiday hours

8. Employees who are assigned to work overtime who are scheduled to work an additional four (4) hours will receive one additional break at midpoint in the overtime assignment as the work load permits.

ARTICLE 11 **SENIORITY**

1. Seniority is determined in accordance with Employer seniority standing as defined in this Article, and applied in accordance with the provisions of this Agreement.
2. Seniority means the employee's length of service with the Army and Air Force Exchange Service and is determined by the employee's Service Award Base Date. Employees hired prior to the effective date of this Agreement will retain the seniority they had prior to this Agreement.
3. When more than one employee has the same date of seniority, choice by lot shall determine the relative seniority standing of each employee.

ARTICLE 12 **JOB DEVELOPMENT, EVALUATIONS, AND TRAINING**

1. The parties agree that training and development are matters of primary importance to employees and to the parties. To that extent, employees will have equal opportunity to be properly trained in the performance of their assigned tasks.
2. The Employer agrees that the work performance of employees shall be evaluated fairly and objectively in accordance with the Basic Regulations, with the results of such evaluations discussed with each individual employee. Employee's signature on the evaluation acknowledges receipt and not necessarily concurrence with the information contained therein. In addition, except as may be provided for in applicable regulations, no employee shall be evaluated any more frequently than any other employee. Employees will be free to challenge any evaluation they receive under the Negotiated Grievance Procedure except ratings within the extraordinary rating.
3. When training opportunities become available for bargaining unit employees the Employer will give consideration for training with a focus on the development of the skills, knowledge, and abilities of the employee with the goal of enhancing the performance of the employees official duties.

ARTICLE 13
MOVEMENT OF PERSONNEL

1. The parties agree that Recruitment, Assignments and Pay changes will be administered in accordance with the relevant provisions of EOP 15-10 draft rewrite date 1 September 2005, scheduled for publication in 2007, except by submissions below.
2. Promoted employees will be provided an orientation period not to exceed forty-five (45) work days. In the event the employee fails to perform the job satisfactorily in the promoted job, the Employer may return the employee to the former job, if the job is still vacant. If the former job is not vacant the employee will be considered for a comparable vacancy for which the employee is qualified to perform. If no such vacancy exists, the employee will be considered for eligible vacancies.
3. A Reduction in Force will be administered in accordance with EOP 15-10. The Employer will notify the Union in writing, no less than sixty (60) calendar days in advance of the RIF, and meet with the Union to discuss the RIF process in an attempt to avert involuntary separation actions.

ARTICLE 14
INSURANCE / 401K

1. During Phase I Orientation, the employer will provide to each new hire a description of benefit programs available for all eligible bargaining unit employees who are citizens, non-citizens, or permanent residents of the United States. To include but not limited to:
 - a. Employer provided defined-benefits (employee contributory) retirement plan.
 - b. AAFES Group Insurance
 - c. 401K Plan
2. Should changes occur to any of the plans available to bargaining unit employees, the Employer will coordinate with and provide a copy of all changes to plans that are available to bargaining unit employees to the designated Union representatives prior to implementation of the planned changes.

ARTICLE 15
HEALTH AND SAFETY

1. The Employer shall, consistent with applicable laws, executive orders and regulations, be responsible for furnishing to and maintaining for employees places and conditions of employment that are substantially free of recognized hazards that are causing, or likely to cause, work-related death, injuries or occupational illnesses to employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions. Employees will not be disciplined or retaliated against for reporting unsafe working conditions or work practices.

2. The Parties agree to establish a Health and Safety Committee to be comprised of equal numbers of Union and Employer members. The Committee will have 2 to 4 members representing each party. The Committee, which shall be chaired by a designated Management representative, will meet quarterly at the call of the chairperson, or more frequently if necessary, to resolve problems arising between quarterly meetings. The Employer will attempt to designate as chairperson a Management representative with experience and knowledge in the field of safety. Minutes of the meetings shall be made and presented to the General Manager for appropriate action. The functions of the Committee are:

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

3. The term “imminent danger” means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm immediately or before there is sufficient time for the imminence of such danger to be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available, higher-level supervisor.

4. No employee shall be required to work in areas where it has been determined that conditions exist which could be hazardous or detrimental to health without proper, personal protective equipment. Management at the local work place will furnish such equipment and decide for which employees it will be furnished. The Union may offer recommendations to Management concerning the furnishing of, and adequacy of any equipment of this nature. Such recommendations will be given serious consideration by Management. Employees are required to wear and reasonably care for all safety clothing and equipment furnished by the Employer.

ARTICLE 16 **GENERAL PROVISIONS**

1. The parties hereto agree that this collective bargaining agreement concludes bargaining for the term thereof on any and all issues subject to bargaining except as otherwise specifically addressed herein.

2. Nothing contained in this Agreement is intended to obviate any applicable Federal law, rule, or regulation. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in violation, then that part shall be null and void, but the remainder of this Agreement shall continue in full force and effect.

3. On the effective date of this Agreement, policies, or procedures then in effect, but not specifically modified or addressed in this Agreement, shall continue in full force and effect unless they violate any provisions of this Agreement.

4. In the administration of all matters covered by this Agreement, Union officials, Employer representatives, and employees are governed by applicable laws, government-wide regulations, the Basic Personnel Regulations, and by other published agency policies and regulations in existence at the time this Agreement is approved.

ARTICLE 17 **PAYROLL WITHHOLDING OF UNION DUES**

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

2. The Union agrees to obtain and provide the prescribed allotment form (Standard Form 1187), and to distribute the form to interested employees in the Unit consistent with applicable laws.

3. The Employer agrees that an allotment authorization may be submitted to the Human Resources Office at any time. Allotments specifying the amount of dues, certified by an appropriate Union official, shall become effective at the beginning of the first pay period after receipt of the form in the Human Resources Office.

4. The Employer shall automatically terminate an allotment when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Union; when this Agreement providing for dues withholding is terminated by an appropriate authority outside the Army and Air Force Exchange Service; or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Human Resources Office in writing.

5. The effective date of the first payroll deduction is also considered the anniversary date for purposes of the employee meeting the statutory one year obligation. The employee who wishes to submit an SF 1188 (deduction revocation form) must have been a dues payer for at least one year prior to honoring a request to cancel deductions. For purposes of submitting an SF 1188, the form may be submitted anytime, but not later than four (4) weeks after the first or subsequent anniversary dates. The HRO will prepare the personnel action to cancel union dues deductions after the first anniversary date to be effective the beginning of the full payroll period after the submission of the SF 1188.

6. The Employer will make the remittance for dues withheld biweekly. This remittance will be processed in accordance with the Debt Collection Improvement Act of 1996, which requires all federal payments be made by electronic funds transfer (EFT). The Union will be provided a Union Dues Deduction Report containing the following:

- a. Identification of the employee organization.
- b. Payroll period.
- c. Exchange name or number.
- d. Names of the employees and amounts deducted and last 4 digits of the social security number.
- e. Names of employees from whom deductions have no longer been made and the reason therefore (i.e., LWOP, revocation of allotment, separation, transfer, etc.).

7. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

8. The Union agrees to render the Employer harmless for any issues or actions that may result from compliance with this Article.

9. Changes in the amount of regular dues may be made not more frequently than once every twelve (12) months. The Union agrees to advise the AAFES Chief of Labor Relations in writing of the proposed change in regular dues. Notice shall be by Certified Mail, Return Receipt Requested. The authorization change to regular dues shall be effective no later than the beginning of the third pay period after receipt of the Certified Mail notice of the increase in dues.

10. The Employer shall maintain a supply of standard Form 1188 and will make this form available to employees upon request.

ARTICLE 18 **INFORMATION**

1. Requests for information under the law shall be made by the duly authorized and designated Union official, to the duly authorized Principal Management Official or designee. Authorized Union representatives with authority may request information, the request shall be in writing. In all cases, the request will contain sufficient information so that Management may determine the relevance of the information requested. Failure to provide an appropriate justification for information will result in delay of the request until the request is clarified or justified in writing by the Union. The Union will not make duplicate requests for data that has already been received.

2. Within thirty (30) calendar days following ratification and DoD approval of this Agreement, the parties will notify each other of addresses to which all notices and information should be sent pursuant to this Agreement. The notification shall also include the names of the Employer and Union Representatives who are parties to this Agreement or who will receive any notices or are

responsible for the administration of this Agreement. All changes will be forwarded to the other party, as they occur.

3. The Employer agrees to furnish the employee a duplicate copy of all proposed disciplinary actions which will include the heading:

*THIS COPY MAY BE FURNISHED TO YOUR EXCLUSIVE REPRESENTATIVE,
THE COMMUNICATIONS WORKERS OF AMERICA,
Upon your request.*

To have this copy provided to the Union Representative, by AAFES, the associate must sign and date in the space below and return this copy to the Human Resources Office.

Signature of the Employee _____ Date _____

4. The Employer will provide the Local Union a list of the employees in the bargaining unit, on a quarterly basis. Such list will include the employee's name, job title, date of hire, work location, and base hourly rate paid to the employee.

5. The Employer agrees to furnish to the Union a copy of each Employer regulation or Exchange Operating Procedure, including changes thereto, as may be required to conduct Union business pursuant to this Agreement, consistent with the Federal Service Labor-Management Relations Statute.

6. The Employer will provide payroll data for bargaining unit employees that is reasonably available.

7. The paycheck stub currently reflects the Union dues deducted from the employee's wages. It is the intention of the Employer to continue this practice.

8. Pay periods for the Employer's operation shall be on a bi-weekly basis, with the pay period ending every other Friday.

ARTICLE 19
WAGES AND ALLOWANCES

1. Employees covered under the provisions of this Agreement shall, upon ratification of the Agreement, be eligible for compensation under any one or more of the following pay processes:

a. The DoD Wage and Salary Division prescribes wage schedules and conducts locality wage surveys for all NAFI craft and trades employees. Participation in locality wage surveys by the Union shall be according to the procedure in 5 CFR 532.233, Prevailing Rate Systems - Preparation for full scale wage surveys.

(1) In accordance with the provisions of 5 CFR 532.233, the Employer will insure that the appropriate levels of supervision are aware of the obligations of wage survey committee members to participate in committee meetings and

review/collect data, and will encourage cooperation to this end.

(2) When the Employer is advised of an upcoming wage survey, it will provide the Union reasonable advance written notice of the date, time, and location of the pre-survey hearing. The Union will be afforded the opportunity to present comments, requests, and any suggestions regarding the survey and to receive a copy of the consideration and disposition of matters raised at the hearing.

b. Pay rates for Pay for Performance (PFP) will be determined in accordance with DoD 1400.25M, Department of Defense Civilian Personnel Manual and Exchange Operating Procedure 15-10 Managing Human Resources. Performance pay adjustments will be granted to those employees performing at a satisfactory level.

c. The Employer agrees that the performance pay adjustment shall be based on the employee's PER score as follows:

PER Score	Performance Pay Adjustment
1-8	No Increase
9-11	1.0% - 2.0%
12-14	2.5% - 3.5%
15-17	4.0% - 5.0%
18	6.0%

d. The Union will be provided reasonable advance written notice of the date, time, and location of any discussions relating to the Pay for Performance Plan with bargaining unit employees. Either party may request to meet prior to any wage adjustment surveys, studies, or reviews conducted for employees at the Cannon Air Force Base Exchange. The Union will be afforded the opportunity to present comments, request information and make suggestions regarding the Pay for Performance Plan, at any time.

e. Employees who have not been presented their Performance Evaluation (PER) within forty-five (45) days after the end of the PER Rating have the right to file a grievance.

f. The Employer is encouraged to provide performance oriented counseling to all bargaining unit employees so that the employee has the opportunity to improve their performance before the rating period ends.

2. Clothing/Uniforms: It is understood that if the Employer requires specific uniforms at the work site, the Employer shall provide such uniforms to the employee at no cost to the employee. Where maintenance and upkeep of uniforms is currently provided by the Employer, that practice will continue.

3. Employees using personal vehicles, under the direction of the Employer, for Employer business, shall receive a mileage allowance identified by the Joint Travel Regulations, when required to travel at the direction of the Employer.

4. Environmental Pay: Crafts and Trades employees, as defined in Public Law 92-392, will be entitled to Environmental Pay in accordance with 5 CFR 532.511.

5. Employee Meal Allowance: All employees assigned to food activities who work three (3) or more hours per 24-hour period will be furnished the following:

- a. Purchase of food at the rate of 50% of the regular retail price while on duty.
- b. Free coffee, tea, and soft drinks in unlimited quantities.

The above does not extend to retail convenience items. Employees must consume any food or beverage on the premises during their regular paid break and meal periods as directed by their supervisors, or during any other period authorized by the food activity manager for the purpose of utilizing the provisions of this section.

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

6. Premium payments

a. Shift Differential: In accordance with the provisions of EOP 15-10 employees are entitled to a shift differential. Shift differential is included as part of basic pay when the employee works the majority of their hours on 2nd or 3rd shift.

b. Sunday premium pay

(1) All full-time employees, whose regular work schedule includes eight (8) hours or more, any part of which is on a Sunday, are entitled to be paid at the employee's rate of basic pay plus 25 percent premium pay for each hour of regularly scheduled work performed during that period of service but not in excess of eight (8) hours. Premium pay will be allowed only to employees who have a regular scheduled workweek of forty (40) hours exclusive of scheduled overtime.

(2) If an employee's regular work schedule includes a period of service of less than eight (8) hours, any part of which is on a Sunday, the employee is entitled to Sunday premium pay only for the hours worked not in excess of the number of hours regularly scheduled for the period.

ARTICLE 20 **PERSONNEL FILE**

1. The Employee Official Personnel File is maintained online and employees may access and review their eOPF on AAFES computers on work time. The computer access time shall not be unreasonably denied by the supervisor.

2. Employees, or their Union representative, have the right to respond in writing to any document placed in the Official Personnel File. Associates who discover unauthorized documents in their official personnel folder may respond in writing to request the documents be removed.

3. Employees, or their designated representative, with written authorization by the employee, may receive and review authorized copies of the Supervisory working file upon written authorization by the employee, which may contain, but is not limited to any communication entries, attendance records, and performance goals.

ARTICLE 21
BARGAINING UNIT WORK

1. When the Employer proposes to contract out bargaining unit work, the Employer will advise the Union as soon as possible, but at least sixty (60) calendar days in advance of the solicitation for contractual services. The Employer will meet with the Union in accordance with law concerning impact on the bargaining unit employees.

2. The Union will be given the opportunity to suggest ways in which the Employer could use bargaining unit employees to perform the contracted work.

ARTICLE 22
EMPLOYEE MEETINGS

1. The Employer will make every reasonable effort to provide twenty-four (24) hours notice of mandatory meetings, or in-service training except in case of emergency or extraordinary business needs.

ARTICLE 23
EXAMINATIONS/TESTING

1. The parties are in agreement that all examinations and testing will be administered in accordance with the provisions of EOP 15-10 draft rewrite date 1 September 2005, scheduled for publication in 2007.

2. Physical examinations or testing which are necessary to maintain licensing or certification required by the Employer, as a condition of employment, shall be paid by the Employer.

3. Employees attending Employer directed training or workshops outside of the scheduled work hours will be compensated for time necessary to attend such meetings. Such time will be considered as time worked and will be used for the purposes of computing overtime compensation.

ARTICLE 24
JOB DESCRIPTIONS

1. The parties agree that all job descriptions will be administered in accordance with the Negotiated Agreement and the relevant provisions of EOP 15-10 draft rewrite date 1 September

2005, scheduled for publication in 2007.

2. A job description outlines the major duties and responsibilities of a job and is not intended to identify each and every task involved. The fact that all of the duties are not listed, does not invalidate the job description. Job descriptions are available on-line for the benefit of the bargaining unit members.

3. Employees will be informed of changes to their job description that are of practical importance. Employees are encouraged to review their job description, print it, and discuss it with their immediate supervisor or other appropriate management official at any time.

4. Employees who believe that their job description does not accurately summarize the major grade controlling tasks that are regularly performed may, with the assistance of their Union representative, meet with their supervisor to review the duties and/or responsibilities that are in dispute. If either the employee or Union representative is not satisfied with the supervisor's response, the matter may be submitted to the grievance procedure identified in Article 4, Grievance Procedure. However, disputes relating to grade, title, occupational grouping or series assigned to the position, are specifically excluded from this procedure.

5. The Employer specifically reserves the right to assign work, and nothing contained in this Article shall be interpreted or applied otherwise, so long as work assignments are not inconsistent with the primary duties and responsibilities of the employee except in emergency or extenuating circumstances.

ARTICLE 25
RESERVED RIGHTS OF THE EMPLOYER

1. Nothing in this Agreement shall effect the authority of any management official of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws and regulations:

(1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from:

(a) among properly ranked and certified candidates for promotions, or

(b) any other appropriate source; and

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

2. As a part of its loss prevention program, the Employer reserves the right to, at any time, conduct inspections of employee parcels, packages, handbags, briefcases, other hand carried articles, coats, jackets, and employee lockers located on the Employer's premises. The Employer agrees that a third person will witness the inspections, and that every effort will be made to avoid embarrassing associates during inspections. The Employer further agrees to post a permanent notice on employee bulletin boards advising associates to expect unannounced inspections as a part of the Employer's loss prevention program.

3. Managers, Supervisors and Associates have the right to be treated with respect. Managers have the right to expect employees to perform their duties as assigned, that the employees will display a professional attitude when accepting assignments, without the manager or supervisor having to justify their decision to the associate. They have the right to expect associates to follow their work schedules, which includes arriving on time for work, returning from breaks and lunches on time, and remaining at work until the end of their shift, unless leave has been pre- approved. They have the right to expect employees to be productive while at work.

ARTICLE 26

PERSONAL APPEARANCE AND DRESS

Associates must report for work in clean attire, with careful attention to personal hygiene and grooming, and in keeping with the position held. While allowances may be made for current fashions, such must be clean and neat. Supervisors and managers must apply appropriate standards for customer-contact employees and whenever the safety of associates may be endangered.

ARTICLE 27

DISCIPLINE

1. Discipline is an administrative action taken by the Employer for misconduct of an employee. Disciplinary actions will be taken only for just cause. Degrees of penalties will be based on the seriousness of the offense and the relevant factors pertaining to each case.

2. The Employer and the Union agree that the primary emphasis will be placed on preventing situations requiring disciplinary action.

3. Except for an oral reprimand, the employee will be advised in writing of the specific disciplinary action being considered and the proposed effective date. The reasons for the proposed action will be clearly stated, and will advise the employee of the right to reply to the proposed action either orally or in writing. Advance notices are not required for Oral Reprimands. Disciplinary actions require five calendar days reply and a final notice of the decision to be effective no earlier than seven calendar days from the date the employee receives the advance notice. Extensions to the reply period may be granted.

4. Any reply will be given full consideration by management before a final notice of the decision is issued. If the proposed action is rescinded, all records pertaining to it will be removed from the employee's personnel records and destroyed. The final action will also contain an advisement that the negotiated grievance procedure is the sole procedure available to the employee for seeking relief from the disciplinary action taken.

ARTICLE 28
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect for a period of three (3) years from the date approved by the Department of Defense (DoD) in accordance with the Federal Service Labor-Management Relations Statute.

2. This Agreement shall automatically renew itself from year to year thereafter, subject to limitations established by law, unless written notice of a desire to negotiate changes or revisions in the Agreement is served by either party on the other between the 120th and 90th day prior to the date of expiration of the initial contract term or any subsequent contract year.

3. This Agreement shall terminate at any time it is determined the Union loses entitlement to exclusive recognition under applicable law.

ARTICLE 29
Agreement Signatures

Approved by the United States Department of Defense on December 3, 2007.

APPENDIX DEFINITIONS

1. **EMPLOYER:** The Cannon Air Force Base Exchange, its representatives and/or agents.

2. **UNION:** The Communications Workers of America (CWA), including its representatives and/or agents as certified by the Federal Labor Relations Authority in Case Number DA-RP-70032.

3. **UNIT:** Employees covered by this Agreement as certified by the Federal Labor Relations Authority in Case Number DA-RP-70032.

4. **COLLECTIVE BARGAINING AGREEMENT:** The authorized controlling document that governs the Unit, and is binding on the Union and on the Employer. Herein, the Collective Bargaining Agreement may be referred to as the “Agreement” or the “CBA”.

5. **PRINCIPAL MANAGEMENT OFFICIAL:** The ranking Management official of the Employer. Nothing herein shall be interpreted to restrict the delegation of authority of the Principal Management Official (PMO) as deemed appropriate.

6. **BASIC PERSONNEL REGULATIONS:** Exchange Operation Procedures (EOP) 15-10, Managing Human Resources. A copy of all policies and any changes made thereto, will be made available to the Union upon ratification.

7. **PROBATIONARY PERIOD:** Regular full-time, regular part-time and intermittent category bargaining unit employees shall serve an initial probationary period of 180 calendar days from the date of hire or rehire with the Employer.