

Collective Bargaining Agreement

**Between the Wright-Patterson Air Force Base
Exchange And the
International Association of Machinists and
Aerospace Workers
Local Lodge 225**

2018

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PREAMBLE

Pursuant to the policies and objectives set forth in Public Law 95-454 and subject to existing laws and regulations in effect when this Agreement is implemented, the following Articles constitute an agreement by and between the Wright-Patterson Air Force Base Exchange, hereinafter referred to as the Employer, and the International Association of Machinists and Aerospace Workers, AFL-CIO District Lodge 34, Local Lodge 225, hereinafter referred to as the Union.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Public Law 95-454, to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Wright-Patterson Air Force Base Exchange, and to provide means for amicable discussion and adjustment of matters of mutual interest at the Wright-Patterson Air Force Base Exchange.

NOW, therefore, the parties agree hereto as follows:

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer and the Union each respect that the purpose and intent of this Agreement is to promote cooperation and harmony based on fair dealings on both sides; to recognize the mutuality of their interests; to provide a channel through which information and problems may be transmitted from one to the other; to formulate the rules to govern the relationship between the organized workers and the Employer; to promote efficiency based on recognition of the dignity and worth of all employees as individual human beings; and to set forth herein the basic agreements concerning pay practices, hours of work, procedural matters, statements of rights and duties, and conditions of employment.

Section 2. The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees in the Unit (as described in Section 3 below) with respect to grievances, appeals, personnel policies, practices, procedures, or any other matter affecting their working conditions and pay practices. The Union recognizes and accepts

the exclusive responsibility of representing the interests of all employees in the Unit.

Section 3. The Unit to which this Agreement is applicable is composed of all regular full-time (RFT) and all regular part-time (RPT) employees of the Army and Air Force Exchange Service (the Exchange or AAFES), Wright-Patterson Air Force Base, Ohio; but excluding temporary full time, temporary part-time, and casual employees; military personnel employed during off duty hours; guards, watchmen, employees of the Ohio Valley Exchange Region, management officials supervisors and employees described by 5 U.S.C. 7112(B)(2), (3), (4), (5), (6) and (7).

Section 4. The terms of this Agreement will govern in the Bargaining Unit in case of any conflict between the terms of this Agreement and any AAFES regulations other than regulations required by law or by regulations of an appropriate authority outside AAFES.

ARTICLE 2

CONTRACTING OUT WORK

Decisions regarding contracting out work of the Exchange and transfer of work within the Exchange are areas of discretion of the Employer or higher authority. When a decision is made to contract out work normally performed by members of the Bargaining Unit, the Exchange agrees to notify the Union at least 30 calendar days prior to contracting out said work. In this regard, the Employer agrees to consult with the Union concerning any work situation changes affecting employees in the Exchange. In accordance with Article 3 Section 7, the Employer agrees to consult with the Union concerning any work changes that will result in a reduction-in-force (RIF) affecting employees in the Exchange. Further, the Employer will minimize displacement actions incurred by a RIF to the extent possible through reassignment, retraining, restricting in-hires and other actions that may be taken to retain career employees.

ARTICLE 3

CONSULTATION AND NEGOTIATION

Section 1. Matters appropriate for consultation and negotiation between the Parties are policies, practices and procedures related to working conditions and pay practices which are within the discretion of the Employer. These matters include but are not limited to such items as safety, training, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion policies, demotion practices, disciplinary actions, reductions-in-force, and hours of work and basic workweek.

Section 2. For purposes of this Agreement, it is mutually understood that

"consultation" requires serious discussion of policies, practices and procedures relating to working conditions in the Unit which are within the discretion of the Employer in a genuine effort to reach mutual agreement. Further, when any policy, practice or procedure affecting working conditions is to be changed or modified by the Employer, consultation will take place before the decision is made where possible.

Section 3. No obligation exists for management to consult or negotiate with the Union with respect to the mission of the Employer; its budget; its organization; the number of employees; and the numbers, types, and grades of positions of employees assigned to an organizational Unit, work project, or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the Employer's exercise of these retained rights.

Section 4. Either party desiring to consult with the other party shall give reasonable advance notice to the other party, including information regarding the matter to be discussed. Such consultation shall take place at the earliest possible time. If either party is not available for discussion within a reasonable amount of time, the party or his/her designated representative will give the reason for not being available together with a date and time when he/she will be available.

Section 5. It is recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other in full consultation as described in Section 2 of this Article.

Section 6. If the Union alleges the Employer committed an unfair labor practice, it shall send a written charge by e-mail to the General Manager setting out the facts, alleged statutory violations and relief sought. The Employer shall, within fifteen (15) calendar days of the receipt of the charge, investigate the allegations and meet with the Union to attempt informal resolution of the charges. If the charge is not resolved at the end of the fifteen (15) calendar days, the Union may proceed with the charge in accordance with the rules and regulations of the FLRA. Allegations of ULPs committed by the Union will be processed the same way, except the Employer will address its charge to the District Representative. Should an alleged violation come to light in such a manner that compliance with this procedure will render a charge untimely with the FLRA this procedure will be waived.

Section 7. When a change to policies, practices and procedures relating to conditions of employment is proposed, notice of such change will be given to the District Representative or designee. A request to bargain by the Union will be considered timely if made within ten (10) calendar days after receipt of the notice. Concurrence of the Union shall be presumed if a timely demand to bargain is not received, and the proposed change may be implemented. Notwithstanding, requests for consultation may be made at any

time.

Section 8. When making a demand to negotiate, the Union shall advise the Employer if it intends to exercise its right to ratify any subsequent agreement. Failure to notify the Employer prior to the beginning of negotiations shall constitute a waiver of the right to ratify the agreement. However, should the Union provide the Employer with a timely notice of its intent to ratify the agreement, ratification shall be accomplished at the next scheduled Union Lodge meeting, but in no event later than thirty (30) calendar days from the execution of the agreement. The Employer shall receive written notification of the results of the ratification no later than five (5) calendar days following ratification. Should the ratification not occur within the time period specified above, or should results of the ratification not be provided within the time period specified, the agreement shall be considered ratified.

ARTICLE 4

METHODS AND TECHNIQUES

Section 1. In recognition of the fact that changes in methods and techniques of Employer operations affect basic areas of the Agreement, it is agreed that:

- a. The Employer shall notify the Union 30 calendar days prior to the introduction of any labor-saving methods and techniques; or of its intention to make such changes.
- b. In accordance with Article 3 Section 7, upon request of the Union, the Parties shall consult with respect to changes to the labor force or other conditions of employment which may be affected by the changes or proposed changes. To the extent that there is administrative control over the timing of such introduction of new methods and techniques, the Parties will meet and consult in advance of making final decisions on their introduction. The Employer agrees to make available to the union all information necessary for a constructive and intelligent discussion of these matters.

Section 2. In the event such changes in methods and techniques would require a reduction in the number of employees in the Unit, the Employer will make every effort to affect such a reduction by attrition or reassignment, or by retraining.

ARTICLE 5

SAVINGS CLAUSE

In the event that any Federal Legislation or Governmental Regulation at a level higher than Army & Air Force Exchange Service, Federal Court decision, or policy based on a controlling agreement at a higher level causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect. In addition, thereto, any clause invalidated shall be subject to renegotiation without respect to any time bars.

ARTICLE 6

RIGHTS OF MANAGEMENT

Section 1. In accordance with Public Law 95-454 the Union recognizes that until superseded by law or other Executive Order, this Agreement and all supplementary, implementing or informal agreements between it and the Employer are subject to the following requirements:

- a. In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and regulations of appropriate authorities.
- b. Management officials of the Employer retain the right, in accordance with applicable law and regulation, (1) to direct employees of the Employer; (2) to hire, promote, transfer, assign and retain employees in positions within the Employer; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause; (3) to relieve employees from work because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the Government operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; and (6) to take whatever steps may be necessary to carry out the mission of the Employer in situations of emergency.

Section 2. The Employer agrees to exercise its retained rights in such a manner as not to violate or infringe upon the terms and conditions agreed to in this Agreement.

Section 3. Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of

duty, or on the technology, methods, and means of performing work;

- b. Procedures which management officials of the Employer will observe in exercising any authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 7

RIGHTS OF EMPLOYEES

Section 1. Employees in the Bargaining Unit have the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity; and each employee shall be fully protected in the exercise of this right. The freedom of employees in the Unit, (as defined in Article 1, Section 3 of this Agreement) to assist the Union shall extend to participation in the management of the Union and acting for the Union in the capacity of its Representative, including presentation of its views to officials of the Executive Branch, the Congress, or to other appropriate authority.

Section 2. Employees shall be informed of the benefits prescribed in Public Law 95-454 and the right to exercise these benefits without interference, restraint, coercion, reprisal or discrimination. Further, the Employer will apply the provisions of this Agreement fairly and equitably to all eligible employees in the Bargaining Unit. The Union is responsible for insuring that employees in the Unit understand their rights and obligations under this Agreement. The Employer agrees to make the Agreement available to all employees on-line. The Parties further agree that it is the responsibility and obligation of the Employer to at least annually advise employees of their right to representation pursuant to 5 U.S.C. § 7114.

Section 3. The Employer will not discriminate against any employee covered by this Agreement in respect to hire, tenure of employment, or any term or condition of employment because of membership in, or lawful activity on behalf of the Union; nor will it discourage or attempt to discourage membership in this or any Union.

Section 4. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5. If an employee is charged with an offense of theft or other dishonest acts, removed from employment and subsequently exonerated by an arbitrator who possesses authority to fashion a remedy, if the arbitrator so rules, the employee will be reinstated with full back pay and other benefits provided the employee meets the regulatory

conditions of employment and the arbitrator's award is not reversed by appropriate means available to the Employer.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The provisions of this Agreement shall apply to all employees in the Bargaining Unit without discrimination because of race, color, sexual orientation, religion, sex, age, or national origin.

Section 2. The Employer agrees to provide equal opportunity to all employees, to prohibit discrimination in employment because of race, color, sexual orientation, religion, sex, age, or national origin, and to promote the full realization of equal employment opportunity through a positive and continuing program. This is acknowledged to be a binding commitment on the part of the Employer. The Union agrees to be bound by the same objective.

Section 3. An EEO complaint may be processed under either the negotiated grievance procedure or the [AAFES EEO complaint procedure](#), but not both. AAFES EEO complaints shall be administered under the procedures outlined at http://h2.aafes.com/sites/2/EEO/home/EEODI_NEW/default.aspx and the [U.S. Equal Employment Opportunity Commission \(www.eeoc.gov\)](#).

ARTICLE 9

UNION REPRESENTATION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. The Employer further recognizes the right of the Union to designate a reasonable number of Stewards and Chief Stewards from among the employees of the Unit. The Employer agrees to recognize the Stewards and Chief Stewards designated by the Union in writing.

Section 2. The number of Stewards and Chief Stewards shall be that number required to assure each employee of the Unit reasonable access to a Steward on his/her assigned work shift and area.

Section 3. The Employer agrees to recognize the Officers and duly designated Representatives of the Union, and shall be kept advised in writing by the Union of the names, telephone number and email addresses of its Officers and Representatives at the beginning of each calendar year and when changes occur.

Section 4. Employees shall have the right to Union Representation in the

presentation of complaints at any level of management. An investigation of the complaint may require discussions with employee(s) within the Bargaining Unit, or representatives of management, or in some cases both, in order to evaluate the facts and carry out the Union's responsibilities under the terms of the Agreement.

Section 5. It is agreed by the Parties that Union Representatives shall use official time prudently. It is further agreed that Union Representatives have the obligation to request and obtain approval of official time as outlined in this Article. The Chief Steward shall be granted two (2) hours of official time per month.

- a. A Union Representative, when desiring to perform representational duties during working hours, shall first inform his immediate supervisor of the general nature of the representational function. It is agreed that there is no obligation for the Union Representative to provide the supervisor with the name(s) of the bargaining unit member(s) he intends to represent; however, the sufficient information will be provided in order for the supervisor to make an informed determination of whether such representational activity is authorized. Union Representatives will also provide an estimated amount of time required, location, and phone number of the Union Representative.
- b. Based upon the information provided by the representative, the immediate supervisor will release the Union Representative; or inform the Union Representative that workload requirements will delay immediate release. If release is delayed, the supervisor will give an estimated time of release and allow the Union Representative to make a phone call.
- c. Upon being released, the Union Representative will determine the availability of that employee(s), by contacting the employee's immediate supervisor. Union Representatives will not 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.
- d. Union Representatives will physically report back to their supervisor upon expiration of the official time authorized in Section B above, unless the time approved will extend to, or exceed, the end of the workday, and the representative informs the supervisor that such is the case. Local Management may maintain a record of official time used for representation duties.
- e. Union Representatives and employees shall be granted official time in any amount the Employer and the Union agree to be reasonable, necessary, and in the public interest. In the event either party has concerns about the use of official time, they will promptly meet to ensure compliance with all applicable laws and Executive Orders.

Section 6. Nonemployee Representatives of the Union who have union business to conduct at the Exchange will provide the Exchange General Manager, or designee, with advance written notice of the visit to the facility. Permission to visit shall not be unreasonably withheld.

Section 7. The Chief Steward of the Union, or designee, will be permitted to spend no more than 15 minutes with new bargaining unit employees during Onboarding on official time. The Chief Steward will advise the new employee, or newly transferred employee, of the contractual relationship between Management and the Union. The Chief Steward may also hand out union literature, meeting times, contract information, etc.

Section 8. When the Union wishes to conduct a formal membership drive within the Bargaining Unit, it shall submit a written request for authorization for such drive to the General Manager one week in advance of the date of the start of the drive. Such request shall specify the dates for which authorization is requested, the hours of the day, the non-duty areas in specific buildings in which solicitation is desired, and the facilities the Union wishes to utilize. This Section does not apply to informal, day-to-day membership recruitment efforts. However, the Parties agree that such informal recruitment efforts shall only be conducted during non-duty time in non-work areas.

ARTICLE 10

BULLETIN BOARDS

Section 1. The Employer agrees to provide one bulletin board for the sole use of the Union in every building where more than two (2) Unit employees are employed. For those facilities where there are two or fewer Unit employees, appropriate measures will be taken by the Union to assure adequate distribution of information to Unit employees in such facilities. Locations of Union bulletin boards are to be mutually agreeable to the Employer and the Union. Copies of all posted notices will be provided to the Employer. Notices concerning Union recreational and social activities, Union elections and appointments, and results of elections and Union meetings do not need Employer approval. All other information to be placed on Union bulletin boards will be posted by mutual consent of the Employer and the Union.

Section 2. Under no condition shall either the Employer or any other employee organization within the activity be permitted the use of these Union bulletin boards for posting of any material without written or verbal consent from the Union.

Section 3. The Union bulletin board will be approximately 36 x 24 inches.

ARTICLE 11

BASIC WORKWEEK AND HOURS OF WORK

Section 1. The administrative workweek will consist of seven (7) consecutive days extending from 0001 hours Saturday to 2400 hours the following Friday. The regularly scheduled workweek consists of the specific days and hours during the administrative workweek the employee is scheduled to work.

Section 2. The term “shifts” as used herein shall be defined as the days of the week, and hours during the day, when each facility is open. Shifts are distinguished from work schedules, which consist of the specific hours during the administrative workweek (starting and ending times) that an employee is scheduled to work. On the effective date of this Agreement the Employer will provide the Union a listing of the shifts then in effect. Prior to any change in shifts the Employer will notify the Union. “Shift” changes resulting from events beyond the Employer’s control, such as adverse weather, will be governed by Exchange policies.

Section 3. The basic workweek will not exceed forty (40) hours. The hours scheduled will not exceed eight (8) hours per workday and will not be scheduled for more than five (5) days within the administrative workweek, the needs of the Employer permitting. Whenever operationally feasible, the Employer will consider “life style” scheduling needs of employees such as childcare, education, etc.

Section 4. The Employer will schedule regular full-time employees forty (40) hours of work over a period of five (5) days, eight (8) hours per day, and the two (2) days off will be consecutive. Regular part-time employees will, whenever possible, have their workdays scheduled so their off days will be consecutive. There will be no reduction in hours of regular full-time employees, as long as intermittent employees are employed.

Section 5. Changes in the regular scheduled workweek will be posted on the bulletin boards or otherwise brought to the attention of the employees at least seven (7) calendar days prior to the effective date of the new schedule, except by mutual agreement of the employee and the supervisor or if the Employer determines that it would be seriously handicapped in carrying out its functions or costs would be substantially increased. Frequent changes of the regular scheduled workweek will not be made.

Section 6. The Employer agrees to give all employees a fifteen (15) minute rest period approximately midway in each half shift, where more than six (6) hours is worked in a regular shift. Employees working six (6) hours or less are authorized one (1) fifteen (15) minute rest period. Breaks shall be taken at times designated by management.

Section 7. No employee will be requested to work additional hours on any given workday and be authorized to come in at a later time or leave earlier the preceding day

or another day during the workweek to avoid the payment of overtime. This is construed as compensatory time; compensatory time off will not be authorized.

Section 8. Employees scheduled for six (6) hours or more will be scheduled for a meal period. Meal periods will be included on the work schedule and will be scheduled for not less than thirty (30) minutes nor more than one (1) hour. Meal periods will not be considered as work time. Employees who are required to work during their scheduled meal period will be paid at their appropriate rate of pay. The Employer agrees to schedule meal periods normally no earlier than two (2) hours and no later than six (6) hours after the employees commence their respective shifts.

Section 9. Employees may be scheduled to have their meal period on the job. In such case, the employees will be authorized a total of twenty (20) minutes during a designated period in which they have their meal. Such meal period is considered time worked. On the job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period.

Section 10. All affected employees will be notified at least fourteen (14) days prior to the closing of any store for a period of ninety (90) days or more.

Section 11. Normally no employee will be required to work less than four (4) hours in one (1) workday unless it can be shown that operational requirements call for a shorter period; or, if the employee requests a shorter period.

Section 12. Employees called in to work outside of and unconnected with their basic work schedule shall be paid a minimum of two (2) hours pay.

Section 13. Employees will be paid for all time spent attending training sessions, conferences, or meetings which their presence is required by the Employer.

ARTICLE 12

PREMIUM PAY

Section 1. Time worked in excess of forty (40) hours during the administrative workweek, or eight (8) hours in any one (1) workday, is considered overtime work.

Section 2.

a. Overtime pay will be at the rate of 1½ times the employee's regular rate.

b. Hours for purposes of overtime pay include:

(1) Time worked.

- (2) Hours of annual, sick and administrative leave.
- (3) Authorized holiday hours, if any.

Section 3. An employee may be required to work hours in addition to those included in his regular scheduled work week. Operations permitting, normally, employees may not be required to work more than forty (40) hours during the administrative workweek on a continuing basis.

Section 4. Scheduled overtime is defined as any overtime which is planned and approved by the Employer prior to the date on which that overtime is to take place. If the scheduled overtime is known when the weekly schedule is posted, it will be included on the schedule. An employee will not be required to work scheduled overtime without at least one (1) days' notice, except in emergencies. Employees may be utilized to work overtime without any prior notice on a voluntary basis. The Employer will endeavor to equitably distribute scheduled overtime.

Section 5. Unscheduled overtime will be offered to employees on duty as soon as the Employer becomes aware of the need for overtime. This overtime will be offered to those employees qualified and available to perform the work. The Employer will endeavor to equitably distribute unscheduled overtime. In the event no one accepts the work, the least senior qualified, available employee will be assigned the work. Records of overtime worked will be maintained by the Employer and provided to the Union upon request to resolve alleged inequities.

Section 6. No employee shall have his regular scheduled hours or workweek changed so as to have the effect of evading the payment of overtime; nor shall any employee be required to take time off during his regularly scheduled hours so as to have the effect of evading the payment of overtime unless permitted by regulations.

Section 7. Employees paid on the Crafts & Trades (C&T) Hourly Pay Plan (HPP) are eligible for a shift differential in addition to their hourly rate.

- a. To be eligible to receive a shift differential, the employee must work more than 50% of the work-shift's regularly scheduled work hours during a qualifying second or third shift differential period. Shifts qualifying for Shift Differentials are:

- (1) Second Shift: 3 p.m. to Midnight

- (2) Third Shift: 11 p.m. to 8 a.m.

Shift differentials are paid for an entire work-shift, if enough of that work-shift's hours fall within a qualifying second or third shift.

b. Qualifying employees are paid shift differentials as follows:

(1) Second Shift: 7.5% of the scheduled rate of pay for the entire scheduled shift when the majority of non-overtime shift hours (in whole hours greater than one-half of the shift) fall between 3 p.m. and midnight.

(2) Third Shift: 10% of the scheduled rate of pay for the entire scheduled shift when the majority of the non-overtime shift hours (in whole hours greater than one-half of the shift) fall between 11 p.m. and 8 a.m. PFP employees are eligible for third shift differential.

c. When an employee's regular workday schedule or a holiday qualifies for shift differential, his rate for holiday pay will include shift differential, whether or not he is required to work the holiday.

Section 8. All categories of C&T employees are eligible for Sunday premium pay at the rate of 25% of their basic rate of pay for all hours worked in their assigned shift (up to a maximum of eight (8) hours), provided they are regularly scheduled to work on Sunday.

Section 9. All NF1 and NF2 employees will receive a one-time permanent 25 cent increase to their base hourly rate (BHR) on the first pay period following the effective date of this agreement.

ARTICLE 13

HOLIDAYS

Section 1. The following will be observed as holidays in accordance with this Article: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. This designation is subject to adjustment as may be proclaimed by Federal Law or Executive Order.

Section 2. All employees will be authorized time off for holidays in accordance with applicable regulations.

Section 3. All employees, except employees in a leave-without-pay status, who are authorized time off for a holiday will be paid at their regular rate of pay (plus shift differential, if applicable) for all hours normally scheduled.

Section 4. Employees may be required to work on holidays including substituted days even though they are authorized time off in accordance with the foregoing. Employees eligible for overtime pay who are required to work will be paid at their regular

rate (plus shift differential, if applicable) for the hours worked. This pay is in addition to any pay authorized by the preceding subparagraph and means double pay for the regularly scheduled hours worked. In the event that an Exchange activity is to be closed on a holiday, a notice will be posted on employee bulletin boards a minimum of fourteen (14) calendar days before the holiday.

ARTICLE 14

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable regulations. Approval of an employee's request for accrued annual leave shall be granted on a fair and impartial basis. When annual leave is denied, it shall be for good and reasonable cause, and the requesting employee shall be advised of those reasons in writing. Requests for leave for periods of less than one (1) week will be submitted as far in advance as possible.

Section 2. The Employer will consider leave requests received from the employee before 31 March (for the period of 1 April to 30 September), or before 30 September (for the period of 1 October to 31 March) of each calendar year, for those employees who have sufficient leave due and accrued; and such requests will be approved and scheduled in accordance with the following policy:

- a. If more employees in the same job rating in the same facility want leave at the same time than can be spared, as determined by the Employer, employees with the most seniority defined as the length of service of the employee, both regular full-time and regular part-time, at the Wright-Patterson Air Force Base Exchange will be given preferential consideration.
- b. Employees who cannot be spared in accordance with a. above will be given an opportunity to select another choice of annual leave within one (1) week of notification that they cannot be spared, and then the procedure in a. above will prevail, except that the choice will then be binding.
- c. The Employer will notify employees requesting annual leave of the tentative approval or disapproval of their request within ten (10) days after receipt of the request, if possible, and in no event, later than 15 April or 15 October, as appropriate. Requests not addressed within 10 days may be elevated by the employee to the General Manager or designee. A final approval or disapproval will be made within five (5) days of the request by the employee.
- d. An employee may make a change from the annual leave previously approved if that change does not disturb the approved choice of another employee. In the event that such change is possible under those conditions, it may be approved and

the official schedule will be revised accordingly.

Article 14 (Cont.)

- e. Approved and scheduled leave shall not be denied at a later date unless valid operational reasons exist which cannot be met without cancellation of said leave. In this event, an employee whose leave must be canceled for the convenience of the Employer shall be given an unqualified choice of alternate leave.
- f. Employees who do not apply for their annual leave by 31 March or 30 September shall be granted leave on a first-come-first-serve basis. The Employer will notify employees requesting annual leave of the approval or disapproval of their request within ten (10) days after receipt of the request. Requests not addressed within ten (10) days may be elevated by the employee to the General Manager or designee. A final approval or disapproval will be made within five (5) days of the request by the employee. It is mutually agreed that no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less seniority, year by year. Approved annual schedules shall be posted in each shop or facility as soon as possible after final approval is made, but no later than 15 April or 15 October, as appropriate.

Section 3. Employees will be permitted and encouraged to use annual leave accrued during the leave year in order to avoid the loss of leave at the end of the calendar year.

Section 4. Annual Leave Sharing:

- a. Regular full-time and regular part-time employees may apply for annual leave sharing when a medical emergency arises and all accrued annual and sick leave have been exhausted.
- b. An employee affected by a medical emergency and who wants to apply for annual leave sharing must submit a written request to the Principal Management Official. If the employee is not able to make the request on his or her own behalf, a third party may make the written application. The request will contain the employee's name, social security number, number of hours anticipated necessary, and the reason for the request, to include a brief description of the medical emergency.
- c. Upon approval of the request, the Principal Management Official will solicit voluntary donations of annual leave from other regular full-time and regular part-time co-workers assigned to the employee's exchange. In so doing, personal or sensitive information will be protected as much as possible. If the employee's request is disapproved, the employee will be notified with the reason for denial and offered a second opportunity for reconsideration upon submission of additional information.

- d. This program is strictly voluntary on the part of all employees. Requestors have no guarantee of receiving any shared annual leave. Employees cannot be required to donate any annual leave. Donors of leave shall specify the exact number of hours to be transferred. Transfers of leave are made on an hour-for-hour basis. The number of hours volunteered cannot exceed the donor's current annual leave balance as of the date of the donation. The number of hours transferred shall not exceed the number of hours anticipated necessary by the requestor. The donation of leave must be made in writing to the Principal Management Official. Once completed, leave transfers shall not be reversed.
- e. "Medical emergency" shall be defined as a medical condition of the employee or a family member of such employee that is likely to require a prolonged absence from duty of the employee, resulting in a substantial loss of income because of the unavailability of paid leave. Prolong absence from duty means at least one pay period. Any serious illness of a family member that would require the employee to be out at least on pay period would qualify as a medical emergency. Any medical leave approved by Managed Care which would require the employee to be out at least on pay period would qualify as a medical emergency. Time off for elective surgery does not qualify as a medical emergency.

ARTICLE 15

SICK LEAVE

Section 1. Employees shall be granted sick leave benefits in accordance with Exchange policies and this Article.

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

Section 3. Sick leave, if available, shall be granted to eligible employees incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinements; or for medical, dental or optical examination or treatment; or where a member of the employee's household has a contagious disease ordinarily subject to quarantine, and which might endanger the health of others where the employee works. Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of illness but no later than one (1) hour after the scheduled report time, if possible. A supervisor may not deny sick leave on the basis of that

supervisor's own personal, independent judgement as to medical matters. Notification should be agreed between the employee and Employer and include telephone, text message or any other appropriate means. If the employee is unable to make the notification, a member of the employee's family may make the notice.

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

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

- a. When an employee's absence is due to illness or injury that extends for more than five (5) consecutive calendar days, the employee must follow the procedures outlined in the Managed Disability Program to certify the absence.
- b. For employees a medical certification from an attending physician or medical practitioner for periods of sick leave of five (5) consecutive calendar days or less will not be required unless there is specific evidence that the employee has abused sick leave privileges, and then only upon specific approval of the second-line supervisor or higher authority. Nothing herein is intended to waive the Employer's rights to take appropriate corrective action in those cases involving misrepresentation or misuse of sick leave, or to affect the employee's right to contest such action.

Section 6. Any suspected abuse of sick leave will be discussed with the employee prior to any disciplinary action being imposed. If the supervisor obtains specific evidence that an employee is abusing sick leave, the supervisor will require the employee to provide medical certificates for any future sick leave absences provided the second-line supervisor or higher authority approves the action. The supervisor will advise the employee, through documented, initialed counseling, that, because of the questionable sick leave record, a medical certificate may be required. If this does not bring improvement in the employee's sick leave record, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate, for at least six (6) months. Improvement in the employee's sick leave record through counseling or medical certificates will result in the revocation of this additional requirement.

Section 7. Sickness/injury occurring during a period of annual leave may be charged to sick leave and annual leave reduced accordingly. The employee must contact his supervisor as soon as possible to advise the supervisor of the illness/injury so time and attendance records can be annotated appropriately.

Section 8. The Employer shall not publicly post individual sick leave records. The confidential nature of medical conditions shall be recognized and respected. Management will not use an arbitrary number or percent of sick leave hours used as a

Article 15 (Cont.)

determinant of improper use or abuse of sick leave. The determination of sick leave abuse will be made on the facts of each case in accordance with Section 6 of this Article.

Section 9. When an employee is absent due to known illness, injury, pregnancy, or confinement, advance sick leave may be granted by the Principle Management Official (PMO) to regular full-time employees when accrued sick leave and annual leave have been exhausted. The number of hours advanced will not exceed a maximum of six weeks leave. Advance sick leave is calculated based on the number of hours in the employee's regularly scheduled workweek; e.g., an RFT employee who works 40 hours per week may be advanced a maximum of 240 hours leave.

Section 10. Advance sick leave is granted only under the following circumstances:

- a. The employee is a regular full-time employee of the Exchange;
- b. The employee has a minimum of one (1) year's continuous service;
- c. There is no reason to believe the employee has abused the sick leave privilege;
- d. There is no evidence indicating that the employee is contemplating resignation or retirement; and no evidence that management is contemplating separating the employee from the Exchange;
- e. There is reasonable evidence, supported by a doctor's certificate, that the employee will be capable of returning to work for a sufficient time to earn the leave;
- f. The employee has exhausted all accrued sick and annual leave;
- g. The absence is not for normal maternity cases. For purposes of this Subsection, "normal maternity cases" does not include medical complications of any sort resulting from pregnancy.
- h. Along with the request for advance sick leave, the employee submits a signed Promissory Note.
- f. By accepting advance sick leave, the employee is obligated to repay the advanced sick leave through normal sick leave accruals following their return to work.

ARTICLE 16

LEAVE OF ABSENCE

Section 1. Any employee, upon application in writing, shall be granted a leave of absence without pay in accordance with appropriate regulations, not to exceed one (1) year per request, except as otherwise provided for in this Agreement, when the request is based on personal illness, maternity leave, illness in the immediate family, disability, and attending school, which would be of a benefit to both the Employer and the employee. Upon presentation of satisfactory evidence that an extension is needed, the Employer will make every effort to obtain the additional time for the employee in accordance with applicable regulations.

Section 2. Employees in the Union, not to exceed two (2) employees at any one time, elected or appointed to a Union Convention or other Union function, which requires the absence from the Exchange for periods not to exceed four (4) weeks, shall be granted annual leave or leave-without-pay, whichever is appropriate under existing published regulations, provided reasonable advance notice is given.

Section 3. Employees accepting full-time positions as Union officials shall be granted leave-without-pay for the term of their office. Leave-without-pay for such cases shall be granted increments of not more than one (1) year. No more than one (1) employee will be granted leave for this purpose at any one time.

Section 4. Employees returning to duty from approved leave will be returned to their former position unless the position has been abolished, in which case the employee will be offered first an equivalent position, or, if there is no equivalent position, he will be offered the next highest position for which he is qualified. In each case, the employee will receive the then prevailing rate of pay for the position to which he has been assigned.

Section 5. Seniority, as provided for in this Agreement, will be accumulated during all leaves of absence. To the extent permissible in accordance with published regulations, all rights, privileges and AAFES seniority will be granted employees upon return to duty.

ARTICLE 17

ADMINISTRATIVE LEAVE

Section 1. Upon written request, an employee may be granted permission to be absent from work for any reasonable period of time considered appropriate for completion of essential arrangements, obligations and travel when death of a member of the family occurs or is indicated as being imminent. In all cases, whether occurring locally or in

another locality, a maximum of five (5) workdays of the total absence from work may be granted as administrative leave provided the death or imminent death involves a member of the immediate family of the employee or the employee's spouse, i.e., children, parents, brothers and sisters, and other members of the employee's household. An employee can request additional time off, paid or unpaid, under this Section. Such requests will not be unreasonably denied.

Section 2. Employees will be given administrative leave for the purpose of serving on a jury or as a witness. Fees received for jury or witness pay must be turned over to the Exchange unless: the fee is \$15 or less per day; is specifically for transportation or subsistence; or if the fee is for service when the employee wasn't scheduled to work. Employees will return fees received in excess of their base pay for the day.

Section 3. Administrative leave may be granted to employees voting in governmental elections when the employee's regular work schedule makes it difficult for him to exercise his right to vote. Requests must be made in advance. No request will be unreasonably denied.

Section 4. Subject to workload requirements, administrative leave may be approved for employees making blood donations for which the employee is not paid.

ARTICLE 18

WAGE SURVEY

The Union will be granted all rights, privileges, representations and benefits accruing to them under the provisions of the Federal Non-appropriated Fund Wage System (Federal Personnel Manual Supplement -532-2). Allegations that such entitlements have been denied may not be grieved under the negotiated grievance procedures, but may be appealed under appropriate statutory procedures.

ARTICLE 19

JOB DESCRIPTIONS, JOB STANDARDS AND APPEALS

Section 1. A job description is an official document that reflects the major, grade controlling tasks that are performed, and outlines the qualification requirements of the position. The Employer will maintain a current job description for each employee, and each employee will be given a current job description for the position to which he is assigned. Copies of job descriptions for positions in the Unit will be provided to the Union. If any employee believes that his job description does not adequately and accurately describe the work characteristically assigned to him by his supervisor, the matter shall be discussed with the immediate supervisor in accordance with Article 25.

Section 2. The job description is not an assignment of work. The job description is only a description of the work the Employer expects will be assigned, and does not constitute a limitation on the assignment of duties. The Employer specifically reserves the right to assign work.

Section 3. The grade level shall be determined by the accurate job description of the employee's duties, and each position will be paid the appropriate wage rate described in its job description based on job standards developed by the Department of Defense and wages developed by current wage surveys pursuant to the Federal Non-appropriated Fund Wage System.

Section 4. Employees are encouraged to review their job description and discuss it with their immediate supervisor or other appropriate management official at any time. If, after reviewing the job description, an employee believes that something should be added or deleted, the employee may submit such request in writing to the immediate supervisor. Complaints regarding dissatisfaction with the allocated grade, job title or occupational grouping must be processed as a job-grading appeal in accordance with applicable regulations.

Section 5. Employees detailed to a higher paying position for more than fifteen (15) calendar days and up to and including one-hundred-eighty (180) calendar days will be paid at the higher of his currently assigned grade and step or the detail grade and step as if the employee had been promoted. A personnel action will be prepared. If the detail grade and step is higher, then the pay will begin on the first (1) day of the pay period following the 15th calendar day of detail.

Section 6. It is agreed that the Employer shall make every reasonable effort to assign employees to duties appropriate to their grade, classification, pay and personal qualifications. However, this is not intended to limit management's ability to assign work to employees under any circumstances.

Section 7. The Employer agrees that all employees in the Unit, within their respective job classifications will be given fair and equitable treatment in respect to menial or dirty tasks or other assignments generally recognized as undesirable.

Section 8. Whenever the terms "other duties as assigned" is used in any job description, it is understood by both parties to mean "other related duties which do not significantly affect the performance of normally assigned duties or the classification and pay of the position."

Section 9. To the extent possible all employees will be given fair and equitable treatment with regard to job assignments in general and with regard to details, loans and/or menial or dirty tasks in particular.

Section 10. Normally custodial type duties will not be assigned to employees without full consideration of the personal dignity of the employee and the type and level of his regular duties and responsibilities as listed in his position description.

ARTICLE 20

SENIORITY

Section 1. For the purpose of this Article, the length of service of the employee is based on all employment, regular full-time and regular part-time, at the Wright-Patterson Air Force Base Exchange shall determine the seniority of all employees within the Unit.

Section 2. The principle of seniority shall govern and control in all cases of transfer and assignment to basic work schedules in accordance with the following procedure:

- a. **Local Lateral Transfer:** When a local lateral transfer is determined necessary by the Employer within the same job classification, category and grade from one Wright-Patterson Air Force Base Exchange Facility to another, or from one area of the Facility to another, the senior qualified employee wanting the transfer will have preference provided the employee's last Performance Evaluation (PE) was at least Met Expectations. If no employee desires the transfer, the Employer may select the qualified employee with the least seniority or fill the position in accordance with policies.
- b. **Basic Work Schedules:** Basic work schedules are the specific days and hours during the administrative workweek that an employee is scheduled to work. When the Employer determines the need to fill/cover open schedule hours as a result of a schedule change or resignation of an employee it will be posted on the employee bulletin board for three (3) days and preference given to the most senior qualified employee in the same job classification, category and grade, operations permitting. If no employee desires the work schedule, the Employer may use the least senior qualified employee or fill in accordance with policies. Employees may request changes in schedules at any time. The Employer will consider requests based on operational needs.
- c. The Employer agrees to establish two (2) seniority lists for each classification, one for regular full-time and one for regular part-time employees. Transfers and basic work schedule assignments will only be made among each type of employee, the needs of the Employer permitting.

Section 3. Non-local transfers will be accomplished in accordance with applicable regulations.

Section 4. All new regular full-time and regular part-time employees are considered to be on probation for the first one-hundred-eighty (180) days of employment with the Employer. If the employee is retained after the one-hundred-eighty (180) day period his length of Army and Air Force Exchange Service will be computed from the date of hire. An employee may be dismissed at any time during this one-hundred-eighty (180) day period based upon the determination that it is not in the best interests of Army and Air Force Exchange Service to continue to employ the individual.

Section 5. Regular full-time and regular part-time employees during the probationary period are covered by the terms of this Agreement insofar as it is applicable during said probationary period.

Section 6. Promotions will be made based upon the performance, potential, and length of AAFES service in that order of importance.

- a. All promotional opportunities shall be posted online at the AAFES job application website for at least three (3) workdays. The job posting will state the number of jobs to be filled, the location of the job, the rate of pay, a description of the work required, and a statement of the minimum qualifications.
- b. Employees may apply internally for advertised promotional opportunities by submitting an application online at the AAFES job application website.
- c. All employees who meet the minimum qualification standards and eligibility requirements shall be evaluated and ranked by the personnel office in accordance with appropriate AAFES regulations.
- d. The top five qualified candidates shall be referred to the selecting supervisor for interview.

Section 7. The Chief Steward will be supplied a copy of all vacancy announcements at the time and date that they are posted.

Section 8. The Employer agrees to make available to an employee, upon his request, information as to whether he was among those considered for selection; who was selected for promotion; and in what areas, if any, he should improve himself to increase his chances for future promotion. This information will be provided by the selecting official.

ARTICLE 21

REDUCTION-IN-FORCE

Section 1. Reduction in force as used herein is defined as the Employer's action to

reduce the number of occupied positions within the bargaining unit, such as reorganization, excessive personnel cost, phase down, inactivation, consolidation or transfer of function, requiring the use of reduction-in-force (RIF) procedures set forth in this Article. When the Employer must carry out a reduction-in-force for any reason, every effort will be made to handle the RIF by attrition, if there is sufficient time to accomplish the reduction-in-force by this method.

Section 2. At the time the Employer first knows a RIF is pending or is necessary, the Union will be notified, and a meeting will be held at which time the Employer will explain the reasons for the RIF. The Union may make its views known at that time.

Section 3. The Union will appoint a Chief Steward as the Union's RIF Representative, who will be the focal point in the Union of all activity associated with RIF actions. In addition, the Union will appoint an alternate RIF Representative to function in the absence of the primary Representative.

Section 4. When the Employer has completed planning the RIF, but before any employee is notified in writing, the Union Representative will be given a briefing on the RIF plan as it affects any members of the Unit. The RIF Representative will be given the opportunity to ask questions regarding the actions to be taken and answers will be given as they pertain to Unit members. The RIF Representative will also be given the opportunity to view any records or documents that pertain directly to a Unit member who is affected by the RIF that are not otherwise protected by the Privacy Act or other applicable law or regulation.

Section 5. The Union, through the RIF Representative, shall be furnished a list of the names and job classifications of all Unit employees affected by RIF actions.

Section 6. Reduction-in-force will be accomplished in accordance with applicable regulation and downgrade or separation of regular part-time employees will be avoided or held to the minimum. Employees will be given as much notice of the reduction-in-force as possible.

Section 7. If consistent with the fulfillment of mission requirements, the necessary reduction can be achieved through curtailment of the hiring of new employees, curtailment of conversions of temporary employees to regular employees and/or through separations of employees during probation, then no action will be taken to transfer, downgrade, or separate regular full-time or regular part-time employees.

Section 8. For the purpose of this Article, the "RIF Element" is defined as all activities of the Employer, which are represented by the Union, within a 30 mile radius of the Exchange facility where the positions affected by the reduction-in-force are located.

Section 9. The Employer will prepare separate rosters by job series (defined by the

first four digits of the job code). Separate ranking forms for RFT and RPT employees will be prepared, listing the names in descending order by grade/band/tier, and within each grade/band/tier in descending order by retention score.

Section 10. Retention scores will be computed in accordance with applicable regulations, and will include:

- a. Performance: (30 points maximum)
 - (1) If there are at least three performance evaluations, average the last three scores.
 - (2) If there are only two performance evaluations, average the two scores.
 - (3) If there is only one performance evaluation, use the score from that performance evaluation.
 - (4) If there is no performance evaluation, prepare one and use that score.
- b. Potential – To figure the potential score (points maximum):
 - (1) Give 2 points for each Exchange Personal Development Program (PDP), Employee Development Program (EDP), Management Development Program (MDP) course completed satisfactorily.
 - (2) Give 2 points for each course approved under the Exchange tuition assistance program and completed satisfactorily.
- c. Length of Service – Based on the length of DoD Non-Appropriated Fund Instrumentality (NAFI) service:
 - (1) Give 1 point for each full year of DoD NAFI service.
 - (2) For fractional parts of a year, give ½ point for periods of DoD NAFI service of less than six months and give 1 point for periods of six months or more.

Section 11. The Employer will prepare a list of hourly paid personnel positions that are vacant or are filled by employees in a probationary status, which will be available to the Union RIF Representative.

Section 12. Employees adversely affected by the RIF, including any move or transfer, will be given fifteen (15) days advance written notice. After two (2) weeks, employees will be given fifteen (15) days written notice of the final action to be taken.

Section 13. All employees separated by a reduction-in-force may create a job

application profile on-line at ApplyMyExchange.com at the time of separation. Employees separated due to a reduction-in-force will be shown how to create an electronic alert of job vacancies at the local Exchange. Regular full-time and regular part-time employees who satisfactorily completed the probationary period to a RFT or RPT position within six months of the separation date, may be reinstated in accordance with the Exchange reinstatement policies and procedures.

ARTICLE 22

SALARY RETENTION

Section 1. Regular full-time HPP employees who are downgraded (but continue to be regular full-time) through no request or fault of their own will be granted salary retention. Employees will be granted salary retention provided they:

a. Were assigned to a position with a higher grade for at least the two (2) previous years immediately prior to downgrade (excluding temporary promotion grades). This period includes any period or periods of non-pay status occurring in the two (2) year period.

b. Performed satisfactorily during this period as reflected on their performance evaluations.

Section 2. Salary will be retained at the base salary in effect on the date of downgrade for the grade and step held by the employee, except that if an employee had more than one (1) higher grade during the preceding two (2) years, the salary will be retained at the base salary in effect on the date of downgrade for the highest step held in the lowest grade held during such period.

Section 3. HPP employees who were not assigned to a position with a higher grade for the two (2) previous years may be eligible for salary retention as follows:

a. If the employee has performed satisfactorily for at least the two (2) previous years and his base salary during the period was always higher than his base salary after downgrade, he will be granted salary retention.

b. The base salary retained will be equal to the base salary he earned at the time of downgrade.

Section 4. Salary retention is terminated at any time the employee's base salary equals or exceeds the base salary retained, or two (2) years after downgrade, whichever occurs earlier. The salary retention period after downgrade includes any period or periods of non-pay status.

ARTICLE 23

SAFETY

Section 1. The Employer agrees to provide and maintain safe working conditions for all Unit employees. The Union agrees to encourage its members to work in a safe manner and to obey established safety practices.

Section 2. The Employer agrees to furnish free of charge any safety device and/or protective clothing that may be required as a matter of safe practice in the performance of any employee's duties.

Section 3. The Employer will provide and keep in good condition first aid kits which are accessible to each work area to take care of minor injuries. For injuries or illnesses that are not minor, the Employer will furnish transportation when available to the hospital or other medical facility.

Section 4. It is agreed that a joint Safety Committee will be established and maintained. The Employer may appoint three (3) Representatives and two (2) Alternates, and the Union may appoint three (3) Representatives and two (2) Alternates from amongst the Union Stewards, one of whom will be designated as the Union Safety Representative. A Chairman of the Safety Committee will be elected from amongst the members. The Committee shall meet quarterly as scheduled by the Chairman to consider safety problems and to propose solutions for the consideration of the General Manager.

Section 5. Safety Committee meetings will be held only during duty hours.

Section 6. Employees can bring any practice, equipment or condition they regard as unsafe to the attention of their immediate supervisor and the Union Steward. Such matters will be thoroughly reviewed by the supervisor and the Steward from the point of view of operations, arrangement of equipment, methods, procedures, training and qualifications of personnel, to insure as safe and effective an operation as possible.

Section 7. Any employee or Union Representative who believes that the hazardous condition exists in a workplace may request an inspection of the worksite by giving written notice of the alleged hazardous working condition to the local designated Safety and Health Official. If a subsequent inspection discloses that the alleged conditions did not exist or were not hazardous, the employee and Union will be advised in writing. Appeals under this Section will be in accordance with applicable Employer procedures.

Section 8. If an employee has a reasonable belief that, under the circumstances, any work situation poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal abatement procedures, then the matter will be brought to the attention of the supervisor,

the Union Steward and/or the Union Safety Representative and the designated Safety and Health Official. Abatement will be completed as quickly as possible; however, no employee will be required to work in the identified imminent–danger situation until abatement has been completed.

Section 9. No employee shall be required to work on or about moving or operating machines not properly protected by guards or other safety devices; or in areas where conditions exist that are unsafe or detrimental to health; without proper precautions, protective equipment and safety devices. No employee shall be assigned to work alone in a hazardous area or to do duties where his health or safety might be seriously endangered by the fact that he is working alone.

Section 10. The Employer will assure that the appropriate accident report form is promptly made out for any employee who suffers illness or injury on the job, and promptly forward through appropriate channels for record.

Section 11. The Employer will conspicuously post summary information concerning Workman's Compensation procedures and benefits, so that all employees may readily find out what their responsibilities are; what the Employer's duties are, and what benefits are available.

Section 12. The Employer agrees to provide adequate locker space wherever the physical facility allows it. Wash rooms will be kept in a clean and sanitary condition, properly ventilated and heated, with hot water and soap and towels provided.

Section 13. No employee shall be subjected to working outside in adverse weather conditions without adequate protective clothing provided by the Employer.

Section 14. No employee shall be required to ride as a passenger on any vehicle unless it is equipped with safe seating arrangement and adequate protection to ensure the safety and comfort of the employee(s).

ARTICLE 24

DISCHARGE AND DISCIPLINE

Section 1. In all cases of proposed disciplinary actions, the Employer will furnish the employee an extra copy of the notice which the employee may give to his Union representative. In all cases of disciplinary actions involving suspension or discharge, the Union shall be notified concurrently with notification of the proposed action to the affected employee. If copies of such proposed actions are provided to the Union, such copies shall be sanitized. Any such disciplinary action must be taken for just cause, and the employee may exercise his rights under the grievance and arbitration provisions of this

Agreement.

Section 2. It is mutually agreed that disciplinary actions are intended to correct and rehabilitate employees, and not to punish. "Rehabilitation" is mutually accepted to mean constructive efforts taken by supervision to help an employee overcome a problem, which, uncorrected, is subject to penalty. Wherever appropriate, penalties will be imposed only after well-documented efforts have been made to counsel, guide and provide positive leadership to an employee. Penalties given without prior efforts to correct or rehabilitate must be based on clearly justifiable reasons. It is mutually agreed that supervision has the responsibility to correct, mold, strengthen or guide employees toward greater productivity and satisfactory adjustment to working relationships; and must, by instruction, good example and practice, influence employees to abide by rules, regulations and procedures, and aid them in controlling their emotions and developing correct habits of conduct. To this end, the Employer agrees that supervisors will be instructed not to abuse the authority given to them to effect disciplinary actions against their subordinates but will, instead, exercise positive and constructive leadership. Notwithstanding the above, employees have the responsibility of appropriately responding to guidance and counseling provided by management, and taking affirmative steps to correct any misconduct.

Section 3. Disciplinary action shall be taken only for just cause. In all cases of discipline involving Unit employees, the Union has the right to be present at all formal discussions between management and the employee. For the purpose of this Article a disciplinary action is defined as written reprimand, any suspension without pay and discharge.

Section 4. All cases of disciplinary action, such as oral reprimand, written reprimand, suspension or discharge, are designed to promote the efficiency of operations. Discipline imposed for proven misconduct will not exceed the bounds of reasonableness and will take into consideration any mitigating and aggravating factors. The Employer agrees the disciplinary action taken in each case will be appropriate to the offense.

Section 5. In giving advance notice of any proposed disciplinary action, the Employer agrees that a clear statement will be given to the employee as to the nature of the offense he is alleged to have committed, the rules or regulations he is alleged to have violated, and the reasons for the proposed penalty. The employee will have the right to respond to the proposed disciplinary action orally or in writing, or both.

Section 6. The Employer will furnish to the Union a copy of any advance notice or final notice of disciplinary action issued to an employee at the time the employee is notified.

Section 7. Appeals from disciplinary actions under this Article may be handled under the negotiated grievance and arbitration procedure.

Section 8. During an investigation being conducted by Army and Air Force Exchange Service management which could result in disciplinary proceedings against the employee being interviewed, said employee may request Union representation. If the employee does not desire such representation, he will so state it in writing at the time of the investigation. In the event the employee cannot read, a Union Steward will be requested to witness what the declaration states. This Section does not apply to security investigations.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 1. The Employer desires that all employees in the Unit be treated fairly and equitable. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and the Employer and the Union agree to work to this end.

The purpose of this Article is to provide a mutually acceptable method for the settlement of individual and Union/Employer grievance. This procedure is the exclusive procedure to be used in settling all grievances.

A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By any labor organization concerning any matter relating to the employment of any employee; or,
- c. By any employee, labor organization or 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.

Section 2. The procedures described herein shall be the sole means for resolving grievances which fall within the scope of this procedure, except for employee complaints involving the following:

Excluded from coverage under this grievance procedure are grievances concerning:

- a. Any claimed violation of Subchapter III of Chapter 73 of 5 United States Code (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of 5 United States Code (Breach of National Security);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The termination of a probationary or trial period employee;
- g. Non-selection for promotion from among properly ranked and qualified applicants; or,
- h. Any other issues excluded under Law or Executive Order.

Section 3. If the employee chooses this negotiated grievance procedure, the following steps shall be taken:

Step 1 - In the event an employee has a grievance, the matter shall first be discussed by the aggrieved employee and/or his Union Steward, if the employee desires Union representation, with the employee's immediate supervisor or his designated Representative. The supervisor will give his answer as soon as possible, but no later than seven (7) calendar days after the discussion. This Section and Step does not apply to informal discussions between employees and supervisor.

Step 2 - If satisfactory settlement is not reached in Step 1 above, the grievance shall be reduced to writing and submitted by the appropriate Union Chief Steward to the next level supervisor within seven (7) calendar days after receipt of an answer from the supervisor in Step 1. The next level supervisor shall meet with and discuss the grievance with the Chief Steward and the aggrieved employee and the Union Steward involved, within seven (7) calendar days after receiving the grievance. The next level supervisor shall render a written decision to the Chief Steward within seven (7) calendar days after meeting with the Union.

Step 3 - If satisfactory settlement is not reached in Step 2 above, the District Business Representative may, within ten (10) calendar days after receipt of the written decision of the next level supervisor, request a meeting with the Principle Management Official (PMO). Within ten (10) calendar days from receipt of this request, the PMO shall meet with a delegation consisting of the District Business Representative, the Chief Steward, and the aggrieved employee in an effort to reach a satisfactory settlement of the

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grievance. The PMO shall render his written decision within ten (10) calendar days after conclusion of the meeting. The decision on all grievances at the third step will be supplied to the District Business Representative.

Step 4 - If satisfactory settlement is not reached in Step 3 above, the Union may, within ten (10) calendar days thereafter, make formal written notification to the PMO that the grievance will be submitted to arbitration.

Section 4. It is agreed that a grievance will be taken up with the employee's immediate supervisor within twenty one (21) calendar days of when the grievant knew or should have reasonably known of the matter, or the last occurrence of a continuing issue.

Section 5. All time limits herein may be extended by mutual agreement of the employee and/or his Representative and the Employer. Failure of the Employer to observe the time limits for any step in grievance procedure shall entitle the employee to advance to the next step. Failure of the employee or his Representative to observe the time limits herein shall constitute cause for termination of the grievance.

Section 6. At Step 3 of the grievance procedure, the Union and the Employer shall be permitted to call a reasonable number of relevant witnesses who shall suffer no loss of pay for so serving. The Employer shall, upon request, permit Union Representatives to inspect appropriate payroll or any other appropriate records, which are not confidential and which are available at the Exchange level, used by the Employer as the basis of claims or proof in support of management actions upon which a grievance is based.

Section 7. It is the intent of the Parties to this Agreement that any dispute, subject to this grievance procedure, shall be fully discussed at each step of the procedure, with the view in mind of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

Section 8. If the basis for an employee's grievance or appeal is an action or decision of an official of the Employer above the level of the immediate supervisor, the grievance or appeal shall be initiated at that step, or the next step above the level at which the action or decision was made, if the responsible official is between "levels" represented in the various grievance steps contained herein.

Section 9. Nothing in this Article shall preclude the right of the Employer or the Union to have present at the grievance procedures, subsequent to Step 1, additional Representatives designated by the Employer and/or Union. Such Union Representatives may be duly designated Local, District, or International Representatives.

Section 10. 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 by the Employer with the District Business Representative, or by the Union with the PMO. In order to be considered timely, such grievances shall be filed within thirty (30) calendar days of the event giving rise to the complaint, or within thirty (30) calendar days of the last event for continuing grievances. The Parties shall meet within ten (10) calendar days of receipt in an attempt to settle the grievance. A written final decision shall be given by the party with whom the grievance was filed within ten (10) calendar days following the meeting unless the Parties mutually agree to an extension.

ARTICLE 26

ARBITRATION

Section 1. Arbitration follows all other attempts to resolve the issue(s), as outlined in various sections of Article 25 (Grievance Procedure). Arbitration of grievances initiated by an employee is contingent on the request of the employee(s), as appropriate, and the approval of the Union. Either the Union or the Employer may invoke arbitration on their grievances as provided herein. Arbitration will not be used to effect proposed changes or changes either to the Agreement or to the Army and Air Force Exchange Service policies or regulations, but will extend to the interpretation or application of the Agreement.

Section 2. In the event the Employer and the Union fail to satisfactorily resolve any issue subject to arbitration in this Agreement, then, upon written notice by the party desiring arbitration, the issue shall be referred to arbitration, providing the notice is received by the other party no later than ten (10) calendar days following conclusion of the last step of the appropriate procedure.

Section 3. The request for arbitration shall be submitted to the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) impartial persons qualified to act as arbitrators who reside within close proximity to Wright-Patterson Air Force Base. The party invoking arbitration shall be responsible for paying the fee prescribed by the Federal Mediation and Conciliation Service for its services.

Section 4. Within seven (7) calendar days from the date of receipt of the list of arbitrators, the Parties shall meet for the purpose of selecting an arbitrator. The Employer and the Union will each strike an arbitrator's name from the list of seven (7) and then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 5. The costs of the arbitrator shall be shared equally by the Employer and the Union, in accordance with applicable law and regulation.

Article 26 (Cont.)

Section 6. Arbitration hearings shall be held during the regular day shift hours of the normal basic workweek. The employee and his Representative shall each be permitted reasonable time during duty hours to prepare for the arbitration hearing. The complainant, his Representative, and employee witnesses who are requested to appear shall suffer no loss of pay or leave as the result of their participation in the hearing. Hearings will be conducted on Wright-Patterson Air Force Base in facilities provided by the Employer.

Section 7. The matter of verbatim transcripts of hearing proceedings under an arbitrator will be determined by consultation between the two (2) Parties and the arbitrator in each individual instance. Any verbatim transcripts agreed to will be paid for equally by the Parties.

Section 8. The arbitrator shall be requested to render his decision as quickly as possible, but in any event no later than thirty (30) calendar days after conclusion of the hearing, unless the Parties agree otherwise. The decision will be in writing, and will include a statement of the basis for the decision, and shall be supplied concurrent to the Employer and to the Union.

Section 9. The arbitrator's decision in all cases shall be binding on the Parties, except that either party may file an exception in accordance with the rules of the FLRA.

Section 10. **EXPEDITED ARBITRATION:** The Parties agree that any disputes over Performance Evaluations (PE) and/or Performance Pay Adjustments, which are not resolved in the negotiated grievance procedure, may be resolved through expedited arbitration. If expedited arbitration is used, the request for arbitration shall include notice that the party invoking arbitration is requesting expedited arbitration.

- a. The Parties agree that an award issued through expedited arbitration is non-precedential. Such awards do not bind the Parties, except as to the grievance involved in the award.
- b. The Parties will establish a local expedited arbitration panel by selecting a panel of 5 arbitrators from a list of 11 local arbitrators provided by the FMCS, by the alternate striking of names. The Federal Mediation and Conciliation Service fee for providing the panel shall be paid by the Employer. Either Party, on the anniversary date of the establishment of the local panel, shall have the right to dismiss any arbitrator on the panel. If either Party seeks to dismiss an arbitrator, 30 days advance notice will be provided to the other Party, and the FMCS will be requested to provide a list of three (3) other arbitrators for each arbitrator to be replaced. The Party requesting the change shall make payment of the FMCS fee for the panel. The replacement arbitrator(s) will be selected by the same alternate striking of names. If a member of the panel gives notice of withdrawal from the

panel, the same replacement procedure will be followed.

- c. Once the members of the panel have been selected, and have accepted anointment to the panel, the Parties will establish a rotation list by any means mutually acceptable. Upon notification of a request for expedited arbitration, the designated arbitrator (that member of the expedited panel who, in accordance with the rotation, is scheduled for the next arbitration hearing) shall be notified by the Parties jointly by telephone. The designated arbitrator shall be requested to arrange a date for the hearing within a period of not less than five (5) days and not more than fifteen (15) working days. If the designated arbitrator is not available to conduct a hearing within the period requested, the next panel member in rotation shall be notified until an available arbitrator is obtained. If no arbitrator is available to hear a case within fifteen (15) working days, the arbitrator on the panel who is available soonest shall be designated.
- d. The hearing shall be conducted informally, without briefs, transcripts, or formal rules of evidence, and normally completed within one (1) day. The arbitrator shall issue a bench decision at the close of the hearing, or issue a written decision within 48 hours, at the option of the arbitrator.
- e. The designated arbitrator may be requested to resolve one or more, but not more than three (3) grievances at one hearing. Each grievance shall be considered by the arbitrator in separate proceedings, unless-mutually agreed otherwise.
- f. The cost of the expedited arbitration will be borne equally by the Parties. Attorney's fees will not be awarded in expedited arbitration.

ARTICLE 27

GENERAL PROVISIONS

Section 1. The Employer agrees to furnish the Union District Representative an electronic copy of the AAFES Managing Human Resources Exchange Operating Procedure (EOP), and any changes thereto on a current basis. The Employer will indicate if such changes(s) were required by law or by regulations of an appropriate authority outside of AAFES.

Section 2. The Employer will furnish to the Union a roster of all Unit employees, which roster will include the name, employee category, job location, job title, base hourly rate, and hire date of the employees upon request but not more than two (2) times a year.

Section 3. Each Unit employee will be advised as to the identity of his immediate supervisor and facility manager. In the event an employee receives conflicting orders or directions from his immediate supervisor and another supervisor, the employee will

advise his own immediate supervisor. Directions from a senior manager within the employee's chain of command do not require advising his immediate supervisor.

Section 4. Employees in the Unit will not be questioned or canvassed in regard to any matters subject to negotiations or consultations, unless such employees have been duly authorized the Union to act as spokesman in regard to such discussion. This Section does not prohibit the Employer from conducting normal and customary investigation. The intent is to secure the right of the Union to act as spokesman for the Unit employee.

Section 5. No supervisor shall create or keep any records concerning Bargaining Unit employees, other than the Supervisor Employee Communications Record and Record of Absence. Any proposed entry on either form having to do with performance or conduct must be shown to the employee, and such matters will be fully discussed, including the employee's opportunity to present his point of view or position, before making the entry. The employee shall date and initial the resulting entry, which shall acknowledge that the employee has seen and read the entry. The employee's initials shall not be interpreted to mean the employee either agrees or disagrees.

Section 6. The Employer agrees to make available in each facility, an area for eating. Adequate tables, chairs and/or benches will be provided.

Section 7. The Employer agrees to protect the safety and well-being of each employee and to guard against customer's abusive treatment of employees. Supervisors will deal with all irate customers.

Section 8. Members of a Reserve of the Armed Forces or the National Guard ordered to active duty, inactive-duty training, funeral honors duty, or engaging in field or coast defense training are authorized military leave with pay consistent with USERRA.

Section 9. Drinking fountains and/or bottled drinking water will be available for the use of employees in all Wright-Patterson Air Force Base Exchange facilities.

Section 10. In those cases where employees must work in areas where smoking is prohibited, the Employer agrees to identify a smoking area.

Section 11. Newly hired employees will be trained by knowledgeable and experienced employees as determined by Management.

ARTICLE 28

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. *Eligible Employees.*

A member of the Union in good standing who is employed in the unit for which the Union has been accorded exclusive recognition and whose net salary after other legal and required deduction is regularly sufficient to cover the amount of the authorized allotment may make a voluntary allotment to only one (1) recognized Union.

Section 2. The unit to which this Agreement is applicable is as agreed to in Article 1.

Section 3. In application of the allotment arrangements, the Union shall be responsible for:

- a. Purchasing Standard Form 1187, Request and Authorization for voluntary Allotment of Compensation for Payment of Employee organization Dues;
- b. Distributing copies of SF 1187 to its members;
- c. Educating eligible employees during non-duty hours as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms;
- d. Certifying SF 1187 is completed by eligible employees as to the correct amount of bi-weekly dues; and
- e. Refunding any unauthorized deduction or excess payment either to the employee or Employer, as required.

Section 4. An employee may terminate his authorization for the deduction of Union dues by obtaining Standard Form 1188 from the union office, and submitting it in duplicate to the Employer at any time. The effective date of such termination of dues authorization, however, will be as follows:

- a. If the employee submits a dues cancellation request within one (1) year of the date his dues allotment was initiated, dues deductions will be terminated in the first payroll period following the employee's one-year anniversary of dues deductions. The dues deduction allotment authorization must have been in effect a minimum of one (1) year to qualify for revocation.
- b. Those employees who have been on dues checkoff for more than one (1) year as of September 1 may submit a dues cancellation request during the month of August. The dues deduction authorization will be cancelled the beginning of the payroll period on or immediately following September 1.

Section 5. The Union shall submit the SF1187 and/or SF1188 to the Human Resources Support Center (HRSC) via email at popshelp2@aafes.com or via fax to 214-465-2134 for processing in a timely manner.

Section 6. Deduction of dues will begin with the first pay period beginning after receipt by the HRSC and processing of the properly executed SF1187.

Section 7. Changes in the amount of regular dues, not more frequently than once every twelve (12) months, may be made upon receipt of a certification from the Union's Treasurer and such changes will be effective with the first pay period after receipt of the notification at the HQ Labor Relations office.

Section 8. Revocations of allotments submitted at the request of an employee will be effective as set forth in Section 4. Allotments will be automatically terminated on the effective date of the action for employees when:

- a. This Agreement ceases to be applicable to the employee;
 - b. The employee is suspended or expelled from membership in the Union;
- or
- c. The employee is promoted or transferred out of the unit.

Section 9. Normal deductions will be made by the HQ AAFES Payroll Office in all bi-weekly pay periods even though an employee may not be liable for dues during certain pay periods. Dues allotments will be withheld from sick leave payments, but not from lump sum annual payments or advance Workers' Compensation payments.

Section 10. The Employer will make the remittance for dues withheld bi-weekly. This remittance will be in a single electronic funds transfer (EFT) for the net balance of dues withheld. The EFT will be made payable to Local Lodge 225, International Association of Machinists Aerospace Workers, and will be transmitted to the account designated in writing by the Union. A Union Dues Deduction Report will be emailed to the Union, ATTN: Secretary-Treasurer, and will contain the following:

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

Section 11. When an employee does not receive a paycheck due to administrative error in the payroll system, the dues for the biweekly pay period missed shall be deducted

in the pay period following the correction of the error.

Section 12. The International Association of Machinists Aerospace Workers will indemnify, save harmless, or take appropriate steps to protect the Employer from and all claims and disputes by reason of its acting in accordance with provisions of this Article.

ARTICLE 29

PERFORMANCE EVALUATIONS AND PAY ADJUSTMENTS

PERFORMANCE EVALUATIONS

Section 1. Performance Evaluations (PE) will be administered per applicable Exchange policies and procedures.

- a. Initial PE for employees must be prepared at the end of the first 180 days of employment from the date of hire/rehire. Annual PE for employees will be prepared with a rating cycle of 1 Oct – 30 Sept with PE completed between 15 Aug and 30 Sept.
- b. RFT and RPT PFP employees with at least one (1) year of service and a PER score of 9 and above, or PE score of Met Expectations and above, shall receive a bonus as outlined below, payable on the first paycheck following Thanksgiving.

Year	RFT	RPT
2018	\$625	\$475
2019 beyond	\$500	\$350

- c. All employees will participate in the Team Bonus, Thanks Awards, and the Service Awards/Discount, and any other discount programs that are currently in place according to the terms of the various programs. All employees will participate in any similar new or replacement programs in the future. The Employer will notify the Union of any changes or new or replacement programs.

Section 2. PERFORMANCE ADJUSTMENTS

- a. All PE will be prepared on Exchange Form 1300-015.
- b. PFP employees, regardless of category, are eligible for a performance adjustment, following receipt of an initial or annual PE, provided the rating is a minimum of “Met Expectations.”
- c. C&T employees do not receive performance adjustments as they receive a step increase after a specified waiting period, provided the employee is rated a

minimum of “Met Expectations” on the most recent performance evaluation.

- d. PFP performance pay adjustments are effective at the beginning of the pay period immediately following the cutoff date of the PE. Any delinquent PE will include retroactive pay.
- e. Performance adjustments for PFP employees will be given based on the following chart:

PE Score: 1 or 2	Range: 0%
PE Score: 3	Range: 3.0%
PE Score: 4	Range: 4.5%
PE Score: 5	Range: 7.0%
- f. A performance adjustment cannot result in an hourly BHR that exceeds the maximum for the band/tier.
- g. **Red-Circled Salaries:** An employee’s base pay will be “red-circled” if it exceeds the maximum rate of pay for the assigned PFP tier. Employees whose pay is red-circled will be ineligible for any base pay increases while their pay is red-circled, or until they are promoted to a band/tier in which their base pay no longer exceeds the tier maximum. No employee’s base pay may exceed the PFP band maximum.
- h. **Lump Sum Performance Payments:** Red-circled employees may receive a lump sum performance payment based on their individual performance level. Employees with a less than Met Expectations rating are ineligible for a lump sum performance payment. The performance payment is a one-time payment to the employee.
- i. If a recommended pay increase would cause an employee to exceed the tier/band maximum, give the employee the percentage increase that brings them to the tier/band maximum and pay the remaining percentage as a lump sum payment. The remaining percentage for full-time employees will be multiplied by 2087 to calculate the lump sum. The remaining percentage for part-time employees will be multiplied by hours paid from 1 October to 30 September.

Section 3. C&T STEP ADVANCES

- a. **Step Advances:** A step is the numerical designation within a grade that indicates a specific BHR. A step advance is the movement from the employee’s designated step to the next higher step in the grade. The step advance results in an increase in the BHR.
- b. Step advances occur based on the Step Advance Base Date (SABD) as follows

(unless the employee is rated less than Met Expectations on the most recent evaluation):

Step 1 to Step 2	26 weeks
Step 2 to Step 3	78 weeks
Step 3 to Step 4	
and	
Step 4 to Step 5	104 weeks

Article 29 (Cont.)

Section 4. PFP PAY ADJUSTMENTS

- a. **In-Hire Rates:** The initial employment of personnel without previous AAFES experience will be at market rates. Market rates as used herein are defined as the minimum acceptable wage rates, according to the prevailing rates for similar work in the local community. Initially, market rates will not exceed the minimum rate for the level/tier of the position, plus \$.80. However, if attempts to recruit qualified applicants at the maximum market rate described above are unsuccessful, the Employer may recruit at any rate within the pay level, provided the position is first posted for bargaining unit employees at the increased rate.
- b. **Promotion:** An employee may receive an increased rate of pay as a result of a change to a position assigned to a higher band/tier. Job changes that involve a movement from a lower pay level (level/tier) to a higher pay level (level/tier) are called promotions, and are always accompanied by a pay adjustment. Promotion increases will be between 5% - 15% of the current hourly rate of pay or to the minimum of the band, whichever is greater. If the job change means a change in levels/tiers, the 15% may be exceeded if necessary to bring the employee's rate of pay up to the minimum rate of the next level.
- c. **Voluntary Downgrade:** Employees may voluntarily request a change to a job with a lower salary range. In those cases, the employee's rate of pay will be adjusted to a rate of pay in the pay range of the new job. Such request may involve a change to a lower band/tier. An employee moving to a lower level or tier will have his/her rate of pay decreased by 5%, or to the maximum rate for the pay level/tier, whichever is less.
- d. **Involuntary Downgrade:**
 - (1) Regular full-time PFP employees who are reduced in level/tier through no request or fault of their own will be granted salary retention. The employee will have the current rate of pay retained for two (2) years provided they performed satisfactorily as reflected on their PE. The salary retention period includes any

period of non-pay status. Salary will be retained at the rate in effect for the employee on the effective date of the reduced level/tier.

- (2) If the involuntary downgrade results from disciplinary action, or from the employee's unsatisfactory performance, the employee's rate of pay will be reduced up to 15%, but not below the minimum of the band.

ARTICLE 30

DURATION AND CHANGES

Section 1. The Agreement shall remain in full force and effect for a period of five (5) years from the effective date and from year to year thereafter unless either party shall notify the other party in writing at least sixty (60) days prior, but not more than ninety (90) days to such date or to any subsequent anniversary date of its desire to modify or to terminate this Agreement. In such case, the party desiring to renegotiate or change the Agreement will submit its proposals for same to the other party. Negotiations will commence on a mutually agreeable date.

Section 2. This Agreement, except for its duration as specified in Section 1, is subject to opening only as follows:

- a. Amendment(s) may be required because of changes made in Federal Laws or Executive Orders after the effective date of this Agreement. In such event, the Parties will meet for the purpose of negotiating such language that will meet the requirements of such laws or Executive Orders.
- b. The Agreement may be opened for amendment(s) by the mutual consent of both Parties at any time after it has been in full force and effect for at least six (6) months. Requests for such amendments by either party must be in writing and must include a summary of the amendment(s) proposed. The Parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the Parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No change will be considered except those bearing directly on the subject matter(s) agreed to by the Parties.
- c. Such amendments as agreed to will be duly executed by the Parties and become effective upon approval by the appropriate authority.
- d. Any supplements that may be agreed to will be duly executed by the Parties and become effective upon approval by appropriate authority.

Section 3. No agreement, alteration, 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 Parties hereto, and the same has been ratified by the Union and approved by AAFES Headquarters.

Section 4. The waiver or breach of any conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 5. Should any part or provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling of proper authority, the invalidation of such parts or provision of the Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

Section 6. This Agreement is not intended to conflict with any published Employer policies or regulations of higher echelon which are in effect as of the effective date of this contract, and no exceptions to these published policies or regulations are intended or included in this Agreement. In the administration of matters covered by this Agreement, the Parties and employees will be governed by applicable federal laws; applicable government-wide regulations; and Employer policies, procedures, and practices in existence at the time this Agreement is approved and which are not otherwise in conflict with this Agreement.

APPROVED BY THE DEPARTMENT OF DEFENSE ON NOVEMBER 19, 2018.