

**2002**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**FORT HAMILTON EXCHANGE**  
**AND**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION (UFCW)**  
**LOCAL 888**

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## **PREAMBLE**

In accordance with Title VII of Public Law 95-454, this Agreement is entered into between the Fort Hamilton and Fort Totten Exchanges, New York, hereinafter referred to as the "Employer," and the United Food and Commercial Workers International Union, hereinafter referred to as the "Union." Collectively, the Employer and the Union shall be known as the "Parties."

The unit covered by this Agreement is all eligible regular full-time employees and regular part-time employees, and intermittent employees of the Army and Air Force Exchange Service, Fort Hamilton and Fort Totten Exchanges, excluding the following: managerial, professional, and supervisory personnel, personnel workers, guards and management trainees.

Whereas, it is the intent and purpose of the parties hereto to promote the efficiency of the administration of the Exchange Service by requiring high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate better employee performance and efficiency; and

Whereas, it is the intent and purpose of the parties to promote the well-being of the employees in consonance with the spirit and intent of Public Law 95-454 by providing employees means for amicable discussions and adjustment of problems of mutual interest relative to personnel policies, practices, procedures and matters affecting other conditions of their employment; and

Whereas, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas, in accordance with Public Law 95-454, the Union is prohibited from calling or engaging in any strike, work stoppage, or slowdown against the Employer.

## **ARTICLE 1** **DEFINITIONS**

**Section 1.** Collective Bargaining Agreement: The authorized controlling document from the level of recognition that governs the Unit, and is binding on the parties.

**Section 2.** Principal Management Official: The ranking management official applicable to the Unit is the General Manager. Herein, also referred to as "Employer."

**Section 3.** Spokesperson:

a. Union Representative: That person elected or appointed from among the Unit to act as Spokesperson in conducting the affairs of the Unit, as determined by appropriate authority within UFCW.

b. Basic Regulation: EOP 15-10.

## **ARTICLE 2**

### **GOVERNING LAWS AND REGULATIONS**

It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, management officials, employees, and the Union are governed by existing or future laws and regulations, applicable Army and Air Force regulations, Department of Defense Personnel Policy Manual for Nonappropriated Fund Instrumentalities (DoD 1401.1-M), AAFES Personnel Policies and Directives, applicable job grading standards; by published agency policies and regulations in existence at the time agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulation of appropriate authorities.

## **ARTICLE 3**

### **UNION REPRESENTATION**

**Section 1.** The Employer agrees to recognize designated Union representatives and their assigned responsibilities. The Union may designate a reasonable number of representatives as Union officers and stewards who shall be employees of the Employer and be responsible for representing employees within their jurisdiction. The Union shall supply the Employer, in writing, and shall maintain a current list of all elected officers, and stewards, identifying the group of employees and work area they are authorized to represent.

**Section 2.** Designated Union representatives may receive and investigate, but shall not solicit grievances of employees on government time and property. Solicitation of memberships and activities concerned with the internal management of employee organizations such as collection of dues, membership meetings, campaigning for officers, conduct of elections, and distribution of literature will not be conducted during working hours.

**Section 3.** The Union has the exclusive right to represent employees in accordance with 5 U.S.C. 7114 (a)(1) and (a)(2)(A). In all formal discussions at any level of management between a manager(s) or supervisor(s) and an employee or employees concerning personnel policies and practices, or other matters affecting the working conditions of the employees in the Unit, the Union has the right to be notified reasonably in advance and afforded the opportunity to be present as the exclusive representative in accordance with the law.

**Section 4.** It is agreed by the parties that Union representatives should use official time prudently and that supervisors have the obligation to consider requests for and grant official time in accordance with this Agreement. A Union Representative, when desiring to leave his work area for the purpose of performing representational duties during working hours shall first notify his immediate supervisor and inform that supervisor of the estimated time required. The immediate supervisor will determine, based upon the workload, whether the Union Representative can be released. The Union Representative will then determine the availability of the employee to be represented by contacting the employee's immediate supervisor and, workload permitting, arranging for the employee's release. Such representative will report to his supervisor upon return to his shop or work area after completion of representational duties. Local Management may maintain a record of official time used for representation duties.

**Section 5.** Internal Union business shall not be appropriate for the use of official time.

**Section 6.** Non-unit representatives of the Union will be provided reasonable and necessary access to Unit employees. After non-Unit representatives properly identify themselves to the Principal Management Official, or his designated representative, and obtain permission to enter the AAFES facility, they will be provided reasonable and necessary access to the

bargaining unit employees for representation purposes.

**Section 7.** Union representatives will be granted leave to attend Union sponsored schools and training. Such leave (official time) will be limited to forty (40) hours per contract year in a bank to be administered by the Union and the Human Resources Manager.

## **ARTICLE 4**

### **UNION RIGHTS**

**Section 1.** The Union shall have the right and responsibility to represent in good faith the interest of all employees in the Unit without discrimination and without regard to membership in the Union.

**Section 2.** The Union shall have the right and responsibility to present its views to the Employer orally or in writing on matters of concern which are matters appropriate for consultation or negotiation.

**Section 3.** There shall be no restraint, coercion or discrimination against any Union Representative because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

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

**Section 2.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions. At the election of the employee, he/she may make cash payments directly to the Union representative.

**Section 3.** Nothing in this Agreement shall preclude any employee in the Unit, regardless of Union membership, from bringing matters of personal concern to the attention of the Employer, in accordance with applicable laws, rules, regulations or established policies.

**Section 4.** While employees are encouraged to voluntarily support



recognized charities, no employee will be required or coerced to contribute and no discrimination or reprisal will be taken for failure to so contribute. In any case, confidentiality of an employee's decision shall be respected.

**Section 5.** An employee will be permitted to contact his Union representative during work hours to request representation under this Agreement. The employee will notify the supervisor in advance that the employee wishes to exercise this right and the supervisor will timely make a determination based on the workload. In the event the supervisor cannot release the employee, the supervisor may delay the release, in accordance with Article 3 (Union Representation).

**Section 6.** The Employer agrees that it will not knowingly direct or require an employee to take an action that would violate this Agreement or a law or regulation applicable to AAFES.

**Section 7.** An employee of the Unit who is the subject of an examination by a supervisor or a representative of AAFES shall be given the opportunity to have representation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation. A notice of this right of representation will be posted annually on employee bulletin boards. An employee who has requested representation will not be advised to proceed without representation.

**Section 8.** Employee interviews:

a. When an employee is to be interviewed as a subject of investigation, the employee will be advised of the substance and nature of the investigation.

b. Employees will not be interviewed except under circumstances which protect their right to privacy. To the extent that it is within the control of the Employer, the nature of the employee's absence from the work site will be kept confidential except to persons with a bona fide operational need to know.

c. An employee has the right to receive a copy of his interview statement when it is completed.

**Section 9.** Employee's person and possessions:

a. Unless there is reason to suspect an individual employee, any search of an employee's person or possessions (personal property, assigned desk/locker/vehicle, etc.) must be a part of a general applied security check.

b. If the Employer wishes to search an employee's personal belongings or property under the employee's control, the employee must be allowed the opportunity to be present and represented when the search is made.

**Section 10.** Employees have the right to disclose information which they reasonably believe evidences a violation of any law, rule, or regulation; mismanagement; a waste of funds; an abuse of authority; or a danger to public health or safety.

**Section 11.** Any investigation or a current employee's previous employment, medical, or other personal history will be limited to information which is directly related to the employee's scope of employment. This will not preclude Management from making and completing pre-employment investigations.

**Section 12.** To the extent that it is within the control of the Employer, if an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

**Section 1.** Management officials have the authority and right; in accordance with Public Law 95-454:

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff and retain employees, or to

suspend, remove, reduce in pay or grade, or take other disciplinary action against such employees;

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

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

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and,

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

c. To determine the numbers, types and grades of employees or positions assigned to any organizational activity, work assignment, tour of duty, or work project, or the technology, methods and means of

performing work.

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

(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures the Employer will observe in exercising any authority under this Article.

(3) Appropriate arrangement for Unit employees adversely affected by the exercise of any authority under this Article by the Employer.

**Section 2.** All references in this collective bargaining agreement to specific management officials mean 'employer' or any designee given the authority in the interest of the agency to handle the action required by the specific provision.

## **ARTICLE 7**

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

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

**Section 2.** The application of the allotment arrangements, the Union shall be responsible for:

a. purchasing Standard Form (SF) 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 1187s completed by eligible employees as the correct amount of bi-weekly dues; and

e. refunding any unauthorized deduction or excess payments either to the employee or Employer, as required.

**Section 3.** The Employer agrees that an allotment authorization may be submitted to the Human Resources Office at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form in the Human Resources Office.

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

**Section 5.** An employee may terminate his authorization for the deduction of Union dues by submitting Standard Form 1188 (or individual substitute) in duplicate to the Employer at any time. However, the following procedures apply:

a. If the employee submits a dues cancellation request within one 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.

b. If the employee submits a dues cancellation request after remaining on dues deductions for one full year, termination of dues will occur in the first full pay period of the succeeding month of September. Such cancellation requests must be received by the Employer during the preceding month of August.

**Section 6.** The remittance of the dues withheld will be made by Electronic Funds Transfer (EFT) to the United Food and Commercial International Union, Local 888, within a reasonable period following the day on which the related salaries were paid to the members of the Union. A listing containing the following information will be provided by mail to the Union at 6 Gramatan Avenue, Mt. Vernon, N.Y. 10550:

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

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

**Section 8.** Changes in the amount of regular dues may be made not more frequently than once every twelve months. The Union agrees to advise the Employer in writing of the proposed change in regular dues and such must be certified by the Union's treasurer. The change will be effective with the first full pay period after receipt of the notification in the AAFES Human Resources Directorate, ATTN: Labor Relations Branch.

## **ARTICLE 8**

### **FACILITIES AND SERVICES**

**Section 1.** On a case-by-case basis, the Employer will make a reasonable effort to provide employees who wish to discuss a matter with their representative a confidential location to do so.

**Section 2.** Bulletin Board Space.

a. Bulletin board space will be made available to the Union to effectively disseminate general interest information at each work location. The space will be located in the immediate vicinity where employee notices are normally posted. Space will be provided sufficient to accommodate at least two 8-1/2" X 11" sheets of paper on existing or future bulletin boards at all Employer facilities. Any changes in the placement of such bulletin boards will be coordinated with the Union. The Union may designate its space as "Union" or similar reference.

b. Only designated Union representatives may post or remove material from the Union's bulletin board space.

**Section 3.** Employer agrees to furnish the Union Stewart with a copy of each regulation, Exchange Operating Procedure (EOP), and any other special publication as may be identified from time to time by the Union President. Local Union representatives will be permitted access and use of these documents existing in the office of the Human Resources Manager, as required, in the performance of representational duties.

**Section 4.** The distribution of Union literature to Unit employees may be done during the non-work time of the employees who distribute the material; it is understood that reading the literature by unit employees is to be done during their non-work time. Insofar as this provision is concerned, meal time and break time are considered non-work time. Material will not be distributed in or removed to customer contact areas.

**Section 5.** During Phase I orientation of new Unit employees, union literature, such as the names of officers and stewards and their location shall be made available to bargaining unit employees as provided to the Employer by the Union.

**Section 6.** Upon approval of this Agreement, the Employer will provide a copy of the Agreement in an electronic format only. The Union will be responsible for any distribution of and costs associated with copies of the Agreement in other than the electronic format provided by the Employer.

## **ARTICLE 9**

### **COMMUNICATION**

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

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

## **ARTICLE 10**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

**Section 2.** Any Employer representative who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee: on the basis of race, color, religion, sex, national origin, age, physical or mental handicap, marital status, or political affiliation, as prohibited under any law, rule, or regulation.

**Section 3.** Periodic reports compiled by the Employer on the EEO program will be publicized when appropriate for information and guidance to supervisors and employees.

**Section 4.** When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the Union may submit the names of Unit employees to the Employer for consideration for the vacancy. The final decision on the designation of counselors will be made by the Employer. Candidates selected shall meet the criteria for selection and will be trained in accordance with applicable regulations.

**Section 5.** Unit employees who feel they have been discriminated against



have the right to discuss their complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative from the appropriate Union when filing a formal complaint. The Counselor will meet with the complainant in relative privacy.

## **ARTICLE 11**

### **EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 1.** The Parties agree that the training and development of employees are matters of primary importance to Employees and the Parties.

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

**Section 3.** All employees will have equal opportunity to avail themselves of training and development resources which are provided by the Employer.

**Section 4.** Supervisors or other Employer representatives will identify, for each current employee upon request and for new employees who pass their probationary period, available training that can aid in achieving career advancement within AAFES and achieving maximum performance and efficiency in the current position. In addition, the Employer agrees to furnish Employer-approved job-related development courses and materials which are designed to improve the employee's abilities to perform his job.

**Section 5.** The Employer will record Employer approved training in the Official Personnel Record. Employees who complete training outside AAFES will receive due credit for the achievement; however, it is the employee's responsibility to notify the supervisor of the training which was received and provide documentation.

**Section 6.** If an employee is required to train another person, the supervisor

will give appropriate consideration to the workload requirements of the employee.

## **ARTICLE 12**

### **JOB DESCRIPTIONS AND REQUIREMENTS**

**Section 1.** Employees will be furnished a copy of their job descriptions initially and as changes are made. The phrase "other related duties assigned," as used in a job description, means duties related to the basic job description. If it becomes necessary, in emergency or extenuating situations, to assign employees on a temporary basis to duties and jobs not reasonably related to the employee's job and grade allocation, the Employer agrees to effect such assignments on a fair and equitable basis.

**Section 2.** The Employer will assure that all unit/job descriptions are reviewed and are updated to reflect all major changes in duty assignments. In cases where the Employer intends to begin a reclassification survey, the Employer will notify the Union as soon as practical before such actions are begun. Upon request, a Human Resources representative and the manager involved will meet with the designated Union representative to discuss the concerns of the employees in the organization scheduled to be surveyed.

**Section 3.** Each employee in the unit shall be afforded the opportunity to discuss with the Employer his/her job description to determine if the employee is being required to work outside his/her job description.

**Section 4.** Upon request by the Union, the Employer will produce available data on rates and job descriptions of any work questioned by any employee of the unit represented by the Union. If the required work is outside the job description on a regular and recurring basis, corrective action will be taken.

**Section 5.** An employee within the unit who believes that his/her position is improperly classified shall have the right to request his/her immediate supervisor to review the classification of the employee's position provided it relates to the official position he/she currently occupies, as shown on his/her Job Description. As appropriate, the supervisor may request the assistance of the Human Resources Manager in explaining the basis for the employee's current classification. If, after initial discussions, the employee is not satisfied, he/she may be accompanied by a Union representative in further

discussion in an effort to resolve the problem.

**Section 6.** The employee or the employee's representative may pursue disputes concerning position descriptions, except those relating to grade, title, occupational grouping or series assigned to his position (see Article 13), through the procedures set forth in Article 35 (Grievance Procedure).

## **ARTICLE 13**

### **CLASSIFICATION AND PAY**

**Section 1.** The pertinent provisions of FPM Supplement 532-2 and DoD 1401.1-M will apply to classification and pay administration for Unit employees.

**Section 2.** Where applicable, employees will be paid under the provisions of the Fair Labor Standards Act, or provisions of Title 5, U.S.C., whichever results in receipt of the highest pay.

**Section 3.** Public Law 92-392 provides for the setting of rates of pay for Crafts and Trades employees. Other employees of the Unit shall be paid in accordance with the Pay-for-Performance (PFP) program outlined in applicable Employer directives.

**Section 4.** The following percentages of base pay shall be added to base pay as incentives under the PFP program and will be effective the first day of the third full pay period after the annual salary review (performance appraisal):

	<b><u>PER SCORE</u></b>	<b><u>% INCREASE</u></b>
a.	Unsatisfactory	0%
b.	Expected	1 - 4%
c.	Extraordinary	4 - 6%

**Section 5.** An employee will be eligible for shift differential pay without regard to the employee's employment category.

**Section 6.** Sunday premium pay of 25% of the rate of basic pay is paid to

temporary full-time and regular full-time employees for regularly scheduled work performed on Sunday within the basic 40-hour workweek.

**Section 7.** Employees may submit job-grading appeals in accordance with EOP 15-10.

## **ARTICLE 14**

### **LOCALITY WAGE SURVEYS**

**Section 1.** Wage surveys will be conducted in accordance with the provisions of Public Law 92-392 (Henderson-McGee Bill), and as implemented by directives of the Office of Personnel Management, the Department of Defense, and the Department of Defense Wage Setting Division.

**Section 2.** Full scale surveys, as currently required by Public Law 92- 392, will be conducted every two years and an interim survey will be conducted in the year following the full scale survey.

**Section 3.** The Employer and the Union will mutually exchange information on wage surveys as it becomes available.

**Section 4.** To the extent consistent with appropriate regulations, the Union and Employer will participate in locality wage surveys.

**Section 5.** The Employer acknowledges the right of the Union to bring matters of concern over wage surveys to the attention of the Employer at any time.

**Section 6.** It is agreed that no employee will be downgraded or lose an opportunity for a step advancement as a result of wage survey.

**Section 7.** Craft and Trades (CT) Unit employees shall be paid in accordance with the grade and step wage schedules resulting from locality wage surveys.

**Section 8.** NF level 1 and 2 Unit employees shall be paid in accordance with Pay Banding Schedules resulting from locality wage surveys as outlined in the Employer's Pay-For-Performance Program.

**Section 9. Pay Adjustment - DoD Wage Setting Division**

- a. The Department of Defense Wage Setting Division is responsible for developing and issuing NAF pay schedules.
- b. Craft and Trades (CT) employees will be given the pay increase reflected on revised pay schedules released by the DoD Wage Setting Division for the commuting area.

**ARTICLE 15**

**PERFORMANCE REVIEWS**

**Section 1.** Employees shall be formally evaluated at least annually by regular performance reviews as required by EOP 15-10.

**Section 2.** The Employer agrees that:

a. The work performance of employees shall be evaluated fairly and objectively on both a scheduled and continuous basis with the results of such evaluation discussed with each individual employee.

b. The objectives of the above policy are to:

(1) Keep employees continuously aware of the performance that is required of them;

(2) Establish a suitable environment to facilitate appropriate employee training, clear assignments, advancements, adequate facilities, and proper supervisory assistance;

(3) Give employees constructive help in correcting weak points in their performance and in developing their full potential for the job;

(4) Bring out and resolve points of misunderstanding regarding work requirements between supervisors and employees and to develop a constructive relationship between them;

(5) Inform employees whenever their performance changes sufficiently to affect their rating;

(6) Use the results in determining retention of individuals during a RIF action; and

(7) Use the results in determining promotions.

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

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

**Section 5.** After the performance review has been prepared and approved, it will be shown to the employee and discussed with the employee by the supervisor. The employee will be provided a copy of the performance review. If the employee objects to the performance review, he may submit his comments to the approving authority within 21 calendar days after being furnished a copy of the performance review. Employees retain the right to answer, in writing, and shall be advised of their right by the person issuing the performance evaluation. The approving authority may take exception to the performance review by making appropriate comments in the "comments" section. The approving authority will make a decision in writing within 21 calendar days after receipt of the employee's written comments. The employee's comments and the approving authority's action, a copy of which will be provided to the employee, will be attached to the performance review and will be filed with all copies of the performance review.

**Section 6.** Records of the official annual performance reviews will kept in

accordance with EOP 15-10. Upon request an employee may review all such records relied upon by the supervisor in preparing the performance review.

**Section 7.** Each employee will be counseled by the first-line supervisor, with the comments on strength/weakness recorded on the counseling card, at the time the performance review is presented. "Unsatisfactory" or "marginal" performance reviews may be grieved under Article 35 (Grievance Procedure).

## **ARTICLE 16**

### **PROMOTIONS**

**Section 1.** The parties agree a sound promotion program is essential to ensure that positions are filled by the best qualified candidates available to assure that all employees have an opportunity to develop and advance to their full potential according to their capabilities. This demands the highest order of honesty and integrity in interviewing and selecting employees for promotion and for details and training which would increase promotion potential. The parties further agree that selection procedures must provide equal opportunity for advancement for all qualified employees. An official, in recommending or selecting candidates for promotion or in operating a promotion program, may not show or give preference to any candidate based upon facts not pertinent to the candidates' qualifications for performing work of a higher level, including personal friendship. A supervisor or other official will not attempt to persuade a candidate whether directly or indirectly to withdraw from completion or discourage eligible employees from participation in the AAFES Career Development Program.

**Section 2.** There will be no discrimination in promotions or selection for positions because of age, race, sex, color, creed, physical or mental handicap, political affiliation, marital status or national origin, or membership in or activity on behalf of the Union.

**Section 3.** Employees will be selected for promotion on the basis of preference, potential and length of NAFI service in that order of performance and will have their scores computed in accordance with numerical ranking criteria outlined in EOP 15-10.

**Section 4.** With the exception of entry level positions, all hourly Crafts and Trades (CT) and NF level 1 and 2 positions within the Bargaining Unit (with the exception of those filled by reassignment, court or administrative decisions, or in lieu of reduction-in-force) will be posted where the vacancy

occurs for three days. "Entry level positions" are defined as any job that does not offer the candidate promotional opportunities, wage increases, increased work hours or other benefits such as those associated with regular part-time and regular full-time categories. Such announcements shall include, at a minimum, the title of the job, a brief description of the duties of the position, the qualification requirements, the procedure to follow in applying, and the closing date for filing applications. All employees at the Bargaining Unit where the vacancy occurs shall have the opportunity to apply, and will be given consideration in accordance with applicable regulations. If for the reason of lack of qualified applicants the qualifications for the job are reduced, the job will be reposted.

**Section 5.** All employees who apply for a position vacancy posted under Section 4 of this Article and who meet minimum qualification standards and eligibility requirements shall be evaluated and ranked by the servicing Human Resources office in a uniform and impartial manner on the basis of the ranking factors outlined in EOP 15-10. Qualification standards will be applied fairly and equitably.

**Section 6.** A list containing the top 5 candidates, who have been properly ranked and certified in accordance with the above Section 5, will be referred to the selecting official for appropriate selection action consistent with AAFES regulations.

**Section 7.** Those employees who apply for a position vacancy posted under Section 4 of this Article who are not selected will receive the returned application with the reasons for nonselection appropriately indicated, and may obtain further information concerning non-selection from the Human Resources Office.

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

a. The Union agrees to encourage employees to periodically review and update their Official Personnel Record to ensure that it has current and accurate information.

b. It is agreed that an employee and his representative designated in writing shall have the right to examine his Official Personnel Record, position description or counseling records during normal duty hours. Employees, or their representatives designated in writing, may receive copies of such records; however, there will be a charge in accordance with



AAFES fee schedules in effect at the time of the request.

**Section 9.** It is acknowledged that the decision exercised by the selecting supervisor under Section 6 of this Article is not subject to the grievance procedure; however, the computation or application of the ranking criteria set forth in EOP 15-10 is a proper subject of inquiry and if not resolved, may be entered at Step 1 of the negotiated Grievance Procedure, Article 35. However, as a condition to filing a grievance that would challenge the computation or application of the applicable ranking criteria, a written notice of such challenge must be made to the servicing Human Resources Office within 5 calendar days following receipt by the employee of a letter of non-selection issued pursuant to Section 7 of this Article. The Employer will respond as soon as is reasonably possible, but not more than 5 calendar days.

## **ARTICLE 17**

### **DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** Once it is determined by the supervisor that a temporary assignment is to be made from among the Unit employees, and the temporary replacement is selected, the supervisor will determine whether the temporary assignment is to be a detail or a temporary promotion under the definitions of the Article. Temporary assignments will be based upon the employee's availability and suitability.

a. Definition:

(1) **Detail.** Temporary assignment of an employee to a different position for a specified period without change in pay, with the employee returning to his regular duties at the end of the detail.

(2) **Temporary Promotion.** Temporary assignment of an employee, for more than 14 consecutive calendar days, which results in a change in grade or pay level of the employee for which a regular promotion would be authorized.

**Section 2.** When a temporary assignment is to a position of like grade or a grade lower than the grade the employee is presently holding, the employee may be detailed to temporarily perform the duties of this job, ordinarily for a

maximum period of 60 calendar days. The Employer agrees that any employee detailed to perform the duties of a higher paid position for more than 14 consecutive calendar days, to which a temporary promotion would be appropriate, will be temporarily promoted to the higher paid position beginning with the first day of pay period following the temporary assignment.

**Section 3.** An employee may be granted a temporary promotion in connection with the temporary assignment to a position of a higher grade to meet temporary staffing requirements caused by but not limited to, absences, unfilled positions, special projects, and unusual workloads.

**Section 4.** Temporary promotions and details of over 14 consecutive calendar days will be recorded in the employee's Official Personnel Record.

## **ARTICLE 18**

### **CONTRACTING OUT**

**Section 1.** Except in emergency situations, the Employer agrees to inform the Union prior to contracting out work normally performed by bargaining unit employees.

**Section 2.** The Employer agrees to notify the Union as soon as possible prior to taking final action on contracting out when such contracting out would have an adverse impact on unit employees.

## **ARTICLE 19**

### **HOURS OF WORK**

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

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

**Section 3.** The regularly scheduled workweek will not exceed 40 hours. Except where inconsistent with operational need, the hours scheduled will not exceed eight (8) hours per workday and will not be scheduled for more than five (5) days in an administrative workweek. The regularly scheduled workweek will not include hours on more than six (6) days or include more than 10 hours on any one (1) workday. The only exception to the provisions of this Section is during an annual inventory or during a directed inventory as the result of fire, forced entry, suspicion of theft or other compelling reasons.

**Section 4.** Frequent changes of the regular scheduled workweek will not be made. The employee's regularly scheduled workweek is defined as the established routine hours to be worked. Frequent changes to the work schedule are defined as two (2) or more changes during any four (4) consecutive administrative workweeks. Except in cases of emergencies or operational needs, changes in the regular scheduled workweek will be posted on employee bulletin boards, at least one (1) week prior to the effective date of the new schedule. The Union will be provided a copy of schedule changes upon request.

**Section 5.** Normally, no employee will be required to work less than three (3) hours in one workday unless the duties to be performed are recurring in nature and a shorter period is acceptable to the employee. The Employer may solicit volunteers to accept shorter hours when necessary due to operational requirements. In cases where there are more than enough volunteers, assignments will be made on the basis of seniority. When there are no qualified volunteers willing to work less than three (3) hours, employees may be required to work less than three (3) hours; however, eligible employees will receive the equivalent of three (3) hours pay.

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

**Section 7. Rest Periods.** Except where clearly inconsistent with operational requirements, employees working six hours or less will have one 15-minute rest period. Employees working more than 6 hours will have two 15-minute rest periods appropriately scheduled by the supervisor during the workday. Rest periods are in addition to the meal period specified in Section 6. Operating requirements permitting, rest periods will be uninterrupted. Rest periods are considered as time worked.

## **ARTICLE 20**

### **OVERTIME**

**Section 1.** For the purpose of this Article, overtime is defined as all work performed in excess of 40 hours in any one workweek or in excess of eight (8) hours in any one workday. All unit employees will receive pay at one and one-half (1-1/2) times the regular rate for all work performed on an overtime basis.

**Section 2.** Preference in the assignment of necessary overtime work approved by the Employer at the end of an employee's shift will be given to the employee who has been performing the work during the shift, if he volunteers. If this employee is unable to work overtime, then the supervisor may assign the work to another qualified employee by offering the work first to the employee who is present at work and who has gone the longest period without working overtime.

**Section 3.** Upon request, an employee may be excused from an overtime assignment. If his request is disapproved, it is agreed that the employee, with a Union steward in attendance if desired, may request reconsideration of the decision from the appropriate Management Official. The Employer will, upon reasonable request, relieve an employee from an overtime assignment provided another qualified employee is available for the assignment and is willing to work.

**Section 4.** Employees required to perform work on a day outside their regular workweek, or who, because of a call-back are required to make an extra trip to and from work on a scheduled workday, shall be paid minimum of two hours pay at the overtime rate or at the regular rate as applicable. It is understood that any employee who is called in before his scheduled starting

time is entitled to that amount which would be payable at the regular overtime rate in accordance with Section 1 of this Article.

**Section 5.** The Employer will maintain records of all overtime worked in accordance with current directives. Upon request, the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in distribution of overtime.

## **ARTICLE 21**

### **ANNUAL LEAVE**

**Section 1.** For the purpose of this Agreement, annual leave is leave which is granted to regular full-time and regular part-time hourly pay plan employees for the purpose of rest to maintain employee morale and to attain maximum efficiency and productivity from employees. Therefore, employees will be encouraged to take accrued annual leave.

**Section 2.** Subject to workload requirements, annual leave will be granted to an employee upon request. When two (2) or more employees of the same section or activity request leave for the same period at the same time and the presence of one or more of these employees is essential to the efficient operation of the section or activity, the employee who is senior in exchange service will be given preference for the period requested. So that all eligible employees receive equal consideration in the granting of annual leave, charts of scheduled leave will be maintained. Employees will indicate their desire for leave on these charts. This will not preclude an employee from requesting leave on other dates or asking for leave on shorter notice. However, requests on leave charts will be given preference for the periods requested. A copy of the approved leave schedule will be posted on the bulletin board or otherwise made accessible to employees prior to the effective date of the schedule.

### **Section 3.**

a. Employees with less than three (3) years of service will accrue leave at five (5) percent of the total regular hours worked excluding overtime hours.

b. Employees with three (3) years but less than 15 years of service will accrue annual leave at 7-1/2 percent of the total regular hours worked (excluding overtime). Except for the final biweekly period of the fiscal year, it will accrue at a rate of 12-1/2 percent.

c. Employees with more than 15 years of service will accrue annual leave at 10 percent of the total regular hours worked (excluding overtime).

d. Annual leave accrued while on sick or annual leave is credited to the employee's account at the end of the pay period in which accrued.

e. Creditable service should include all prior DoD NAFI service as a regular full-time or regular part-time employee; temporary full-time and temporary part-time employees converted to regular full-time or regular part-time shall be given credit for temporary service.

**Section 4.** Each employee must apply for approval of leave. Management will respond to all leave requests in a reasonable period of time. Applications for leave should be submitted at least 30 days in advance of the requested period if firm dates are needed. When the Employer finds it necessary to cancel previously approved leave and/or deny the specific period requested by an employee, such must be necessitated by overriding and compelling operational requirements. The reasons for such action will be explained in full to the affected employee without undue delay and noted on the leave request form. A copy will be provided to the employee. In such cases, the employee and the supervisor, as soon as possible, will agree on a new schedule for the leave. Supervisors will notify a reassigned or transferring employee at the time of the transfer if previously scheduled leave cannot be taken.

**Section 5.** On separation, employees will be compensated for accumulated annual leave at the rate of pay which is applicable immediately prior to separation or involuntary change in maximum accrual.

**Section 6.** For determining the leave accrual rate for periods of military service, the provisions of EOP 15-10 will apply.

**Section 7.** Annual leave will not be imposed as a disciplinary measure nor will it be a factor in ratings for promotion.

**Section 8.** Employees shall be granted time off to observe religious holidays of their faith if their absence will not unduly hamper facility operations. Such time off will be charged to annual leave, if available, or leave without pay.

**Section 9.** Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. The employee must attempt to contact his supervisor or the supervisor's previously designated representative either personally or by phone as early as possible, but not later than the end of the first one (1) hour of the regular work shift to obtain approval of the use of annual leave.

## **ARTICLE 22**

### **SICK LEAVE**

**Section 1.** Regular full-time and regular part-time employees shall accrue sick leave in accordance with EOP 15-10. When used in this Article, the term "medical certificate" or "medical certificate from an attending physician" shall mean a document obtained from a doctor's office or from a medical clinic, certifying absence and signed by either the doctor attending the employee or the doctor's authorized representative.

**Section 2.** The Employer and the Union agree that sick leave is intended to ensure against a loss of income when eligible employees are incapacitated by illness or injury. The parties further agree that sick leave is not intended to supplement annual leave. 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 or as soon thereafter as possible.

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

**Section 5.** A medical certificate from an attending physician for periods of sick leave of less than three (3) consecutive workdays will not be required unless there is a reason to believe that the employee has abused sick leave privileges, and then only upon specific approval of the second-line supervisor or designee. In such cases, the employee should be advised in writing that a medical certificate may be required. If this does not bring about improvement in the employee's sick leave record, the employee should be advised in writing that all future requests for sick leave must be supported by a medical certificate. Nothing herein is intended to waive the Employer's right 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.** It is agreed that all cases requiring a medical certificate for each absence shall be reviewed by the next higher level supervisor for the purpose of determining whether such requirement can be eliminated and that such review shall take place at the end of six (6) months from date of issue of official written notice requiring a medical certificate and not less frequently than each six (6) months, thereafter, if it has not previously been rescinded. Following each formal review, the employee will be notified whether the restriction is to be lifted or to be continued on the basis of his sick leave record. The employee may request the presence of a Union Representative at the formal review.

**Section 7.** Official written notice of abuse of sick leave shall not be issued on the basis of absences claimed on sick leave which have been documented with a medical certificate from an attending physician certifying to the Employer the employee's incapacity for duty. The Employer agrees that an employee's legitimate use of sick leave for the reasons listed in Section 3 of this Article will not be used as a basis for concluding that an employee has abused sick leave on the employee's performance appraisal form. Unless sick leave abuse has been documented under Section 5 of this Article, the supervisor will not initial the "Absenteeism/Tardiness" block of the



employee's performance appraisal form.

### **ARTICLE 22 (continued)**

**Section 8.** For employees not covered by the AAFES Managed Disability Program, when an employee is absent for illness or injury for more than two (2) consecutive workdays, the application for sick leave must be supported by a medical certificate from the attending physician certifying that the employee was unable to work due to sickness or injury and specifying the period of disability. When an employee is on sick leave more than two (2) weeks (except for pregnancy and confinement), the employee will be required to present such a medical certificate at least once every two (2) weeks. When a medical certificate cannot reasonably be obtained, the employee may certify the facts of the illness. This certificate may be accepted at the discretion of the supervisor or higher authority.

**Section 9.** Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of Sections 5 and 8 of this Article.

**Section 10.** Sickness occurring during a period of annual leave may be charged to sick leave and the charge against annual leave reduced accordingly provided the duration of sickness is in excess of two (2) consecutive workdays and the request for sick leave is supported by a medical certificate from the attending physician.

**Section 11.** Unearned sick leave may be advanced to an employee in cases of serious illness or disability in accordance with EOP 15-10 provided the employee's accrued sick leave and annual leave have been exhausted, he has not established a pattern of sick leave abuse, and he furnishes reasonable evidence of returning to work on a permanent basis. Where it is known that an employee is to be retired or where it is anticipated that he is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

**Section 12.** 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 determinant of improper use of sick leave. The

determination of sick leave abuse will be made on the facts of each case.

## **ARTICLE 23**

### **ADMINISTRATIVE LEAVE**

**Section 1.** Administrative leave will be approved in accordance with EOP 15-10 and for the reasons set out in Section 2 below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties.

**Section 2.** Administrative leave may be granted to all employees in connection with:

a. A death in the employee's immediate family or household as defined in applicable regulations, including parents of spouse. Up to five (5) days may be granted.

b. Brief periods of absence or tardiness due to circumstances beyond the employee's control.

c. Blood donations for which the employee is not paid. A maximum of four (4) hours may be granted.

d. Registration with or required appearance before the employee's draft board.

e. Voting in government elections. Time shall be granted when an employee's work schedule and the poll hours preclude voting before or after normal duty hours.

f. Serving on a jury or as a witness. (Any fee received for other than transportation and allowance will be turned over to AAFES, except to the extent the fee exceeds the employee's base salary and except to the extent that the fee is for service during hours when the employee is not regularly scheduled to work.)

g. Separation or investigation when allowing the employee to

continue working would be dangerous to life or property or otherwise inconsistent with fulfillment of the AAFES mission. Administrative leave in connection with an investigation will not exceed 30 workdays, after which the employee will be placed in an annual leave status until his accrued leave is exhausted, at which time the employee will be returned to a duty status with pay pending further action. If the employee is exonerated, annual leave utilized will be recredited to the employee's account.

h. Adverse weather conditions, acts of God, military necessity, or other events beyond the control of AAFES management, in accordance with applicable regulation, subject to the provisions of Article 28, of this Agreement.

i. Supervisors may give employees' four (4) hours of administrative leave to attend the funeral of a co-worker.

## **ARTICLE 24**

### **LEAVE WITHOUT PAY**

**Section 1.** Leave without pay will be authorized to regular full-time and regular part-time hourly pay plan employees to avoid a break in employment under the following circumstances:

a. Where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, pregnancy, and confinement;

b. As a result of suspension;

c. When an employee leaves AAFES to go on extended active military duty;

d. Upon the employee's request for reasons acceptable to and in the best interest of AAFES.

**Section 2.** Leave without pay will not be granted for a period longer than one (1) year, except in connection "c" above, or upon approval of the Commander, AAFES.

**Section 3.** The period of absence during which the employee retains the

right to immediate return to duty in his/her former position and band/level-tier/grade will not exceed a total of 180 calendar days of combined leave (sick, vacation, and LWOP) or 90 calendar days LWOP, whichever comes first.

## **ARTICLE 25**

### **MATERNITY AND PATERNITY LEAVE**

**Section 1.** Regular full-time and regular part-time hourly pay plan employees may request sick leave, annual leave and LWOP if incapacitated by pregnancy and confinement as established by medical authority. Absences covering pregnancy and confinement are treated as any other medically certified disability.

**Section 2.** Workload permitting, leave for paternity reasons will be granted each male employee up to 30 workdays. Such leave may begin on the date the child is born or prior to it, in order for the employee to provide paternal care of the home and family. Leave granted for this purpose will be in writing and such leave will be annual leave, if available; if annual leave is not available, the employee may take LWOP.

## **ARTICLE 26**

### **EMPLOYEES' ASSISTANCE PROGRAMS**

**Section 1.** When an employee's job performance is perceived to decline and the cause can be attributed to personal problems, the Employer will refer the employee to an appropriate assistance program and will provide the employee a reasonable opportunity to improve performance through any assistance program initiated.

**Section 2.** Except for supervisory counseling, participation in any assistance program will be voluntary.

**Section 3.** With respect to employee assistance programs, all information related to an employee's counseling, problem, or accommodations will be strictly confidential and will not be disclosed except as authorized in writing by the employee. The Employer will not use information given by the employee in an employee assistance program in subsequent personnel

actions.

## **ARTICLE 27**

### **HOLIDAYS**

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

- a. New Year's Day
- b. Martin Luther's King's Birthday
- c. President's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day

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

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

**Section 3.** In observing holidays, the Employer will:

- a. Release employees from hours normally worked on the

holiday with pay, or

b. If the employee's presence at work is needed, the employee will receive double pay and any differential(s).

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

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

## **ARTICLE 28**

### **ADVERSE WEATHER CONDITIONS AND FACILITY CLOSURE**

**Section 1.** When extreme temperatures cannot be controlled, the Employer will promptly take necessary administrative procedures to protect employees from an unhealthy work environment. Such procedures as are used to provide that protection are subject to local negotiation and may include such steps as periodic resting, use of portable heaters or fans, etc.

**Section 2.** Situations involving flood, severe storm, civil disturbance, or other acts of God beyond the control of the Employer or employee will be addressed as follows:

a. Adverse weather conditions, acts of God, military necessity, or other events beyond the control of AAFES management. A maximum of one (1) workday of the total absence from work will be granted as administrative leave. When the closing of all or part of an exchange activity is within the control of AAFES management, and a decision is made that the employee will not be required to work, the entire period will be charged to administrative leave. In either situation, when an employee is already on approved annual or sick leave at the time the activity is closed he/she will not be placed on administrative leave for any period covered by the previously approved annual or sick leave.

b. When an AAFES facility is forced to close due to military necessity, weather conditions, an act of God, or other events beyond the control of AAFES management, the employees of the closed facility may,

with 24 hours notice, be placed on annual leave with or without the consent of the affected employees. If an affected employee does not have sufficient leave credit, he/she may be placed on LWOP. An employee will be in a normal pay status on the first regularly scheduled workday following receipt or publication of the 24-hour advance notice period.

**Section 3.** When a base or post is closed due to weather conditions, essential employees required to work or remain at the work site beyond their regular scheduled hours shall be furnished regular pay and benefits.

## **ARTICLE 29**

### **UNIFORMS AND DRESS**

**Section 1.** The Employer will apply the same standards of dress to all employees, regardless of the position or gender. The standard to be applied is: employees will report to work each day wearing clean attire and similar in kind to that worn by employees in a comparable position in non- government retail operations.

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

**Section 3.** The Employer will provide employees who are required to wear uniforms in the performance of their duties a sufficient number of uniforms or attire appropriate for the work performed in accordance with applicable regulations.

**Section 4.** All customer-contact personnel must wear an official AAFES

name tag while on duty. The name tag will be furnished by the Employer. AAFES name tags should be worn on the left side of the employee's garment at chest level provided no damage will result to the garment. If there is a potential for damage, the name tag may be worn on any front portion of the garment from the waist up.

## **ARTICLE 30**

### **SAFETY AND HEALTH**

**Section 1.** The Union agrees to vigorously support AAFES safety and health programs through encouragement of employees to conscientiously abide by established safety rules, regulations and directives. An employee should report any known hazardous conditions or procedures to his/her supervisor. The Employer will provide training or indoctrination to employees regarding hazards associated with the performance of their duties. When an employee believes he/she is being required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question, the employee shall refer the matter to his/her supervisor. The supervisor will make an evaluation of the working conditions and make a decision as to whether it is safe for the employee to proceed with the work. If the matter is not satisfactorily resolved, it will be referred to the AAFES Safety and Security Specialist.

**Section 2.** When required, transportation to an appropriate medical facility will be provided by the Employer to employees with a work related injury.

**Section 3.** Food activity branch managers and/or supervisors and employees will insure that at all times the highest health standards and personal hygiene are maintained. All food service personnel will receive physical examinations in accordance with applicable regulations.

**Section 4.** The Employer shall authorize administrative leave or reassign affected employees when there is inadequate heat in the building in the winter or when the air conditioner is out of order in the summer and such conditions are considered to be a health hazard by proper medical authority.

**Section 5.** Whenever a certified health and safety official determines that, based on inspection, conditions or practices in any place of employment are imminently dangerous to health, the official in charge and the employees will



be informed. Immediate abatement action will be taken and employees not involved in the abatement of the condition will be withdrawn. Employees will only be returned to the place of employment after the conditions have been remedied or eliminated.

**Section 6.** The Employer will make rest areas and facilities available for employees for breaks and temporary incapacitation due to health problems.

**Section 7.** Employees injured on the job will be placed on Worker's Compensation. During the interim period between eligibility for compensation benefits, the Employer will continue the payment of the employee's average weekly earnings in accordance with AAFES Directives. The average weekly earnings will be paid first from sick leave and then from annual leave until the first compensation check is received or both balances are exhausted. Since dual compensation is illegal, the employee must return to the Employer that amount of money received which exceeds the employee's average earnings.

## **ARTICLE 31**

### **TOOLS, EQUIPMENT AND PROPERTY**

**Section 1.** AAFES will provide and maintain or replace any special tool, clothing and equipment necessary to the proper accomplishment of employees' duties.

**Section 2.** At the time an employee separates, the employee will be required to return to the Employer tools, equipment and clothing which were provided by the Employer.

## **ARTICLE 32**

### **EMPLOYEE COUNSELING**

**Section 1.** The parties agree that communications between the employee and supervisor are an essential element to the employee- supervisor relationship. It is also agreed that counseling is a way for supervisors to

understand employee problems concerning work, social or home environment that may be adversely affecting the employee's job performance or working relationship with his co-workers. Further, it is agreed that a written record of counseling is an effective means of assuring an employee that he is performing well in his job, documenting significant achievements, self-development efforts, documenting and correcting performance deficiencies and motivating the employee to develop a positive approach to problem resolution.

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

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

- a. Whenever the supervisor discusses the employee's performance.
- b. Whenever the supervisor documents the employee's special accomplishments.
- c. Whenever the annual performance review is presented to the employee.
- d. Whenever initial career counseling is presented to the employee.

**Section 4.** When the need for counseling arises the supervisor will inform the employee at the beginning of the counseling session that he/she is being counseled, the reason for the counseling session and, if warranted, suggestions for improvements. The entry will be dated and signed by the supervisor as well as the employee. The counseling entries will not be written on the counseling card in advance of the actual session with the employee and will not be made by any person other than the supervisor. The entries will be handwritten or typed only by the supervisor.

**Section 5.** Counseling interviews will be conducted when an oral reprimand is given to an employee. In this case, the counseling record entry must include the basis for the reprimand, the employee's response and a statement that the employee was advised of the right to have a representative of his choice during the counseling session and to submit a grievance under the provisions of Article 35 (Negotiated Grievance Procedure).

**Section 6.** Individual entries may be removed or sanitized without otherwise altering the whole counseling record as follows:

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

b. An entry pertaining to negative performance or behavior will be removed or obliterated after two (2) years, if an entry for a similar or worse infraction or level of performance isn't made during the interim. If such a later entry is made, both or all adverse entries will be removed or sanitized when two (2) years pass without a negative entry. This provision includes oral reprimands. Employees will be informed of this time limitation for negative entries at the time counseling is conducted.

c. Alterations to counseling record entries will be initialed and dated by the employee and the supervisor.

**Section 7.** The Employer recognizes that it has a responsibility to protect the employee's privacy and the personal information on the counseling card. Copies of the counseling card will not be given to any other Unit employees.

**Section 8.** Communication records won't be used for the following purposes:

a. To document employee training instead of using prescribed forms for that purpose. However, entries may be made verifying that training was conducted when those entries are appropriate to the counseling.

b. To make reminder, suspense or information type notes regarding an employee.

c. To document performance irregularities or other aspects of an employee's performance that aren't discussed with the employee in a counseling interview.

### **ARTICLE 33**

#### **DISCIPLINARY ACTIONS**

**Section 1.** Discipline is an administrative action taken by the Employer for misconduct of an employee. Disciplinary action will be taken only for just cause and in accordance with this Agreement. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through effective employee-management relations. The purpose of disciplinary action is to promote effective employee use, and is not primarily punitive. The kinds of discipline which may be taken are: oral reprimand, written reprimand, suspension, disciplinary downgrade, and disciplinary separation.

**Section 2.** Advance notice periods for disciplinary actions are as follows:

- a. Oral Reprimand--advance notice not required.
- b. Written Reprimand--advance notice not required.
- c. Separation for Cause (with the Employer's charge of dishonesty, criminal conduct, violence or threat of violence)--at least seven (7) calendar days after the date the employee receives the written advance notice.
- d. Suspension--at least 14 calendar days after the date the employee receives the written advance notice.

e. Disciplinary Downgrade--at least 30 calendar days after the date the employee receives the written advance notice.

f. Separation for Cause (without charges of dishonesty, criminal conduct, violence or threat of violence)--at least 30 calendar days after the date the employee receives the written advance notice.

**Section 3.** The employee will be advised in writing of the specific disciplinary action being considered and the proposed effective date. The notice will include the instances of misconduct involved, the rule or regulation alleged to have been violated, the basis for the action in sufficient detail to ensure the employee understands the reason for the action, the nature of the discipline, and the right of the employee to respond within:

a. Five (5) calendar days of receipt of a seven (7) calendar day advance notice, or

b. Ten (10) calendar days of receipt of a 14 calendar day advance notice, or

c. Fifteen (15) calendar days of receipt of a 30 calendar day advance notice.

**Section 4. ORAL REPRIMAND:** When the supervisor has determined to issue an oral reprimand, the employee will be advised that he is being reprimanded and the reason for the reprimand. The oral reprimand will be documented on the Supervisor/Employee Communication Record. The Communication Record will include the basis for the reprimand and a statement that the employee was advised of the right to submit a grievance under the provisions of Article 35 (Negotiated Grievance Procedure). The employee may make an immediate response on the Communication Record if he so chooses. The entry will be dated and signed by the

supervisor as well as the employee. The signature of the employee does not constitute agreement with the action taken, but only an acknowledgment that the employee received the oral reprimand.

**Section 5. WRITTEN REPRIMAND:** The written reprimand will state that the employee may respond, either orally or in writing within 10 days of receipt of the written reprimand. If the employee elects not to respond, a grievance may be filed within 15 days of the date the reprimand is issued. If the employee does respond, and the response is acceptable, the reprimand will be withdrawn. If the reprimand is not withdrawn, the employee will be advised and may file a grievance within 15 days of the date of advisement.

**Section 6.** After the close of the employee's response period, the Employer will fully consider any response submitted and will issue a decision. The final decision will not add to the reasons stated in the advance notice.

**Section 7.** An employee who received notice of proposed disciplinary action will be furnished, upon request, a copy of the written records or access to the video tapes, if any, either of which are within AAFES' control which were used to support the proposal. The employee is entitled to review the tapes insofar as the Privacy Act permits. This will not preclude the Union from exercising its statutory rights to information under 5 U.S.C.

§ 7114 (b)(4). As to any records outside AAFES control relied upon to support the proposed disciplinary action, the content of those outside records will be furnished.

**Section 8.** Records relating to disciplinary actions will be retained in the employee's Official Personnel Record when the disciplinary action becomes final without right of further appeal. The period of the retention will be in accordance with the Basic Regulation.

## **ARTICLE 34**

### **REDUCTION-IN-FORCE**

**Section 1.** Reduction-in-force (RIF) is defined as an action resulting from decreased personnel requirements of the Employer. It may result in a

change in category, reassignment, downgrade or separation. It is an operational determination relating to a position or positions and will not be used in lieu of separation for cause or for unsatisfactory performance.

**Section 2.** A RIF action will not be taken until the affected positions have been identified by job title and a formal determination has been made that the work force be reduced due to one or more of the following:

- a. Reorganization (which includes change in positions resulting in upward or downward reallocation);
- b. Excessive personnel costs;
- c. Phase-Down;
- d. Consolidation;
- e. Transfer in functions;
- f. Need to re-employ a veteran properly exercising restoration rights;
- g. Return of an employee from leave without pay under this Agreement;
- h. Return of an employee under an order from a third party (arbitrator, court, administrative law judge).

**Section 3.** As early as possible, but at least 30 calendar days before the effective date of a RIF, the Employer will provide the Union with preliminary written notice which includes the purpose and nature of the RIF, the location and types of positions to be affected and the number of positions at each location. The Employer will consider any suggestions made by the Union to lessen the adverse effects of the RIF. Management further agrees, if requested by the Union, to undertake bargaining in accordance with law and this Agreement.

**Section 4.** As a minimum Management commits itself to impact and implementation bargaining in the following areas:

a. Explanation concerning whether the following alternatives have been considered and, if rejected, why they cannot be adopted in whole or in part:

- (1) Hiring freeze on new employees;
- (2) Curtailing conversion of temporary employees to regular employees;
- (3) Separating employees during probation; and
- (4) Honoring requests for retirement separations for those eligible.

b. Procedures for employees who receive RIF notices to review retention rosters, with their Union representative.

c. Procedures to afford the Union the opportunity to review and comment on the final retention rosters prior to issuance of advance notices, with the understanding that the Union in the case of a subsequent complaint has a right to review the data upon which the RIF ranking roster was generated, i.e., PER scores, credible training course points, work experience and length of NAFI service.

**Section 5.** Reductions-in-force will be conducted in accordance with the procedures set forth in this Article. The sole basis for determining a retention score shall be length of service, and it shall be computed as stipulated in Section 5.c.

a. For the purposes of this Agreement the job title(s) affected within the RIF element are defined as those having the first four digits in the job code;

b. By highest to lowest grade, when two or more grades are involved, the employee with the highest retention score will be considered for the following, in the order listed, to the extent available;

- (1) Continuance in same position.
- (2) Later local transfer to a vacant position.



(3) Lateral local transfer to a position filled by an employee in a probationary status.

(4) Downgrade local transfer to a vacant position.

(5) Downgrade local transfer to a position filled by a probationary employee, or an employee with a lower retention score.

(6) Lateral local transfer to a vacant part-time position.

(7) Downgrade local transfer to a vacant part-time position.

(8) Separation.

c. For purposes of application of this Article, DoD NAFI length of service will be computed on the basis of one (1) point for each full year of DoD NAFI service;

d. Advance notice of RIF necessary under this article will be issued in accordance with EOP 15-10; and

e. RIF roster will include only those employees assigned to the same RIF element within a 30-mile radius of the place where the affected jobs are.

**Section 6.** Pay retention and severance pay will be provided in accordance with law and regulations.

**Section 7.** Employees who are assigned new duties as a result of a RIF are to be afforded the same familiarization opportunities as would apply to any other appointment to the new position or duties.

**Section 8.** An employee who has applied for reinstatement within six (6) months will be placed in a position comparable in duties, grade, and category to the former position, if the comparable position is established and is to be filled. Employees who are reemployed to a lower category or grade will retain retention standing for purposes of restoration at the pre- RIF category or grade.

## ARTICLE 35

### NEGOTIATED GRIEVANCE PROCEDURE

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

**Section 2.**     Definition - A grievance means any complaint -

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

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

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

- (1)           the effect or interpretation or a claim of breach, of a collective bargaining agreement; or
- (2)           any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

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

- (1)           Any claimed violation of Subchapter III, Chapter 73, Title 5, relating to prohibited political activities ; or

- (2)           Retirement, life insurance, or health insurance; or

- (3)           A suspension or removal under 5 U.S.C.A. 7532; or

- (4)           Any examination, certification or appointment relating to initial employment; or

- (5)           The classification of any position which does not

result in the reduction in grade or pay of an employee; or

- (6) A performance rating of satisfactory or higher; or
- (7) Separation during probation; or
- (8) Nonselection for a position outside the Unit;
- (9) Nonselection for promotion from a group of properly ranked and certified candidates;
- (10) Wage, salary, or commission rates and schedules;
- (11) Separation for disqualification such as loss of license, bond or certification;
- (12) Assessment of pecuniary liability;
- (13) A warning letter pertaining to a performance deficiency.
- (14) Equal Employment Opportunity complaints.

### **ARTICLE 35 (continued)**

**Section 3.** A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare and present a grievance. However, no overtime will be paid to any such employee or Union representative to accomplish these functions. An employee or Union representative desiring official time for either of the foregoing purposes shall inform his/her immediate supervisor, if available, or the next higher-level supervisor available, of the reason for absence from the job site, the anticipated duration of the absence, and obtain the supervisor's permission before leaving the job site.

**Section 4.** If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if designated as representative, will call the employees together and have them select one of the grievances for processing. All grievants will be identified on the grievance selected for processing. The decision made on

the grievance selected for processing will be applicable to all grievants identified.

**Section 5.** The parties agree that the Union may, in its own behalf or on its own behalf or on behalf of any bargaining unit employee, present and process grievances. The parties agree that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration, which may be invoked by either the Union or management. All disputes of grievability or arbitrability may be referred to arbitration as a threshold issue.

**Section 6.** In presenting a grievance at any step of this Negotiated Grievance Procedure, either the aggrieved employee or his representative will inform the appropriate management official of the Employer that he is presenting a grievance for processing under this Negotiated Grievance Procedure, the basis for the grievance, and the corrective action sought.

**Section 7.** At any step of this Negotiated Grievance Procedure the Employer, upon request, will provide the Union a copy of relevant records that are reasonably available.

**Section 8.** Once a grievance has been accepted for processing under the Negotiated Grievance Procedure, failure of the aggrieved employee or the appropriate Local to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to the next step of the Negotiated Grievance Procedure. Time limits stated in the Negotiated Grievance Procedure may be extended by mutual agreement of the parties.

**Section 9.** Grievances may be initiated by employees, either singly or jointly, or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure. However, unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to

individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

**Section 10.** Grievances concerning disciplinary actions will be initiated at the grievance procedure step of the deciding official within fifteen (15) calendar days of the effective date of the action.

**Section 11.** The following are the steps of the Negotiated Grievance Procedure:

**ARTICLE 35 (continued)**

**Step 1.** An aggrieved employee shall seek informal resolution of his immediate supervisor or the appropriate management official who has authority to settle the grievance within fifteen (15) calendar days of the date of the event or occurrence or the date he/she became aware of the event or occurrence which led to the employee's grievance. The grievance may be presented orally or in writing. The immediate supervisor shall answer the grievance either orally, if tendered orally, or in writing, if tendered in writing, within seven (7) calendar days following receipt of the grievance.

**Step 2.** If the employee or the Union is not satisfied with the supervisor's answer, a formal grievance may be submitted to the branch manager within seven (7) calendar days from receipt of the supervisor's answer. The grievance shall be submitted in writing and shall contain the name of the grievant; a statement of the event or occurrence which caused the grievance; the date of the grievance was filed at the first step level; the date of the supervisor's answer; the corrective action sought; and the name of the Union representative, if any. The branch manager will meet with the aggrieved employee and the Union representative, if any, within seven (7) calendar days after receipt of the grievance. The branch manager shall render a decision to the employee and the Union in writing within seven (7) calendar days after the meeting.

**Step 3.** If the employee or the Union representative is not satisfied with the branch manager's decision, the employee or Union representative may, within seven (7) calendar days, submit the grievance in writing, to the general manager. The general manager shall review the grievance and render a decision within seven (7) calendar days from receipt of the formal grievance. This will be the final decision of the Employer.

**Section 12.** Employer grievances shall be filed in writing with the President

of the Union. Union grievances shall be filed in writing with the General Manager. The grievance shall specify the basis for the grievance and the corrective action sought. Employer/Union grievances must be filed within fifteen (15) calendar days of the event or occurrence which led to the grievance. Written decisions will be issued within fifteen (15) calendar days of receipt of the grievance.

**Section 13.** Grievances not resolved under this Article may be referred to arbitration in accordance with the provision of the "Arbitration" Article.

## **ARTICLE 36**

### **ARBITRATION**

**Section 1.** In the event that the Employer and the Union fail to settle any grievance arising under the Article of this contract entitled, "Negotiated Grievance Procedures," such grievance, upon written request by either party within ten (10) calendar days following the conclusion of the last step of the grievance procedure, will be referred to arbitration.

**Section 2.** Within ten (10) calendar days after the request for arbitration is received, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The moving party shall be responsible for paying the required fee to the FMCS for providing a panel of arbitrators. Within ten (10) calendar days of receipt of the list, the parties shall select an arbitrator from the list by mutual agreement or by alternately striking names.

**Section 3.** The grievance shall be heard by the arbitrator as promptly as practicable on a date mutually agreeable to the parties. All participants in the hearing shall be in a duty status only for regularly scheduled hours. No participant's shift will be changed to put the employee in a non-duty status during the arbitration process. While all employees participating in the arbitration process shall be on official time, travel and per diem expenses, if applicable, will not be provided by the Employer except on a case-by-case basis and upon written approval of the Employer. Local exchange service transportation will be provided, if available, for employees participating in the arbitration process within an exchange area. Except by mutual consent, the arbitrator shall hear threshold and merit issues at the same hearing. The

arbitrator shall render an award within 30 calendar days after the hearing. The arbitrator's award shall be final and binding subject to the review procedures of the Civil Service Reform Act of 1978. The arbitrator's fees shall be divided equally. Should either party request a transcript, the cost of such will be borne by the party requesting it. Should both parties request a transcript, such costs will be shared equally. The arbitrator shall have no authority to add to or modify any terms of this Agreement. All costs attendant to obtaining a location for the arbitration proceedings shall be borne by Management.

## **ARTICLE 37**

### **FAMILY AND MEDICAL LEAVE**

**Section 1.** In accordance with the Family and Medical Leave Act (FMLA) of 1993 up to 12 weeks of Leave Without Pay (LWOP) must be granted employees that have been employed for at least 12 months for any of the following reasons:

- a. for the birth of the employee's child or to care for the child after birth; for placement, adoption or foster care;
- b. to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- c. for a serious health condition that makes the employee unable to perform his/her job.

**Section 2.** An employee may elect to substitute accrued paid leave for unpaid leave.

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

**Section 4.** The Employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at AAFES expense) and a fitness for duty report to return to work.

**Section 5.** Job benefits and protection:

a. For the duration of FMLA leave, AAFES must continue paying the employer's share of the group health plan. Likewise, the employees are responsible for continuing to pay their portion of their group health plan on a continuing basis.

b. Upon return from FMLA leave, employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

c. The use of FMLA leave cannot result in the loss of any employment benefit which accrued prior to the start of an employee's leave.

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

## **ARTICLE 38**

### **CREDIT UNION**

The parties agree that any bargaining unit employee may join and participate in the Local 888 Federal Credit Union, 6 Gramatan Avenue, Mt. Vernon, NY 10550. The Employer agrees to make Credit Union deductions from employees' wages on a weekly basis after having received duly signed authorization cards from employees for such deductions and remit same to the Local 888 UFCW Federal Credit Union on a monthly basis.

## **ARTICLE 39**

### **TERM OF AGREEMENT AND METHOD OF AGREEMENT**

**Section 1.** This Agreement shall be effective upon approval by the Chief, Policy, Labor Relations, and Field Support Division, AAFES.

**Section 2.** This Agreement will be in full force and effect for three (3) years following its effective date and will automatically renew itself from year to year thereafter, unless reopened in accordance with this Article.

**Section 3.** During the interval 120 to 90 calendar days prior to the anniversary date of this Agreement, either party may give written notice of its intention to reopen and amend or modify the Agreement.



**Section 4.** When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of this Agreement as the result of pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union concerned shall be continued, as well as the Agreement, until resolution of the dispute or issue.

DoD approved: 30 September 2002