



# Master Labor Agreement

Between the

Defense Commissary Agency

And the

American Federation of  
Government Employees

August 13, 2018

**TABLE OF CONTENTS**

ARTICLE 1 RECOGNITION AND COVERAGE..... 3

ARTICLE 2 DURATION AND EFFECTIVE DATE ..... 15

ARTICLE 3 PRINTING AND DISTRIBUTION ..... 15

ARTICLE 4 BARGAINING..... 15

ARTICLE 5 DUES WITHHOLDING ..... 18

ARTICLE 6 CELL PHONES AND OTHER ELECTRONIC DEVICES SEE ARTICLE 14 SEC 5..... 20

ARTICLE 7 UNION RIGHTS..... 20

ARTICLE 8 OFFICIAL TIME ..... 23

ARTICLE 9 UNION OFFICE AND FACILITIES..... 25

ARTICLE 10 MANAGEMENT RIGHTS ..... 26

ARTICLE 11 HOURS OF WORK..... 26

ARTICLE 12 SAFETY & HEALTH ..... 31

ARTICLE 13 UNIFORMS, TOOLS, AND EQUIPMENT ..... 33

ARTICLE 14 SECURITY ..... 33

ARTICLE 15 EMPLOYEE PARKING ..... 34

ARTICLE 16 INMATE LABOR..... 35

ARTICLE 17 CUSTODIAL DUTIES ..... 35

ARTICLE 18 SMOKING ..... 35

ARTICLE 19 EMPLOYEE TRAINING..... 35

ARTICLE 20 EMPLOYEE TRAVEL ..... 37

ARTICLE 21 EMPLOYEE - SUPERVISOR COMMUNICATION ..... 37

ARTICLE 22 ANNUAL LEAVE ..... 37

ARTICLE 23 FAMILY AND MEDICAL LEAVE (FMLA)..... 38

ARTICLE 24 SICK LEAVE..... 40

ARTICLE 25 ADMINISTRATIVE LEAVE ..... 43

ARTICLE 26 MISCELLANEOUS LEAVE..... 43

ARTICLE 27 EMPLOYEE RIGHTS ..... 45

ARTICLE 28 EQUAL EMPLOYMENT OPPORTUNITY..... 46

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM ..... 47

ARTICLE 30 EMPLOYEE RECORDS .....	48
ARTICLE 31 MERIT PROMOTION .....	49
ARTICLE 32 TEMPORARY PROMOTIONS.....	51
ARTICLE 33 REASSIGNMENT .....	51
ARTICLE 34 DETAILS .....	52
ARTICLE 35 PERFORMANCE MANAGEMENT .....	53
ARTICLE 36 AWARDS.....	57
ARTICLE 37 POSITION DESCRIPTIONS and POSITION CLASSIFICATION .....	58
ARTICLE 38 DISCIPLINARY AND ADVERSE ACTION.....	59
ARTICLE 39 ELECTRONIC FUNDS TRANSFER.....	61
ARTICLE 40 PAY ADMINISTRATION.....	61
ARTICLE 41 LABOR-MANAGEMENT COMMUNICATION .....	63
ARTICLE 42 CATEGORIES OF EMPLOYEES .....	64
ARTICLE 43 WAGE SURVEYS .....	64
ARTICLE 44 REDUCTION IN FORCE/TRANSFER OF FUNCTION/REORGANIZATION .....	64
ARTICLE 45 COMPETITIVE SOURCING PROGRAM.....	64
ARTICLE 46 NEGOTIATED GRIEVANCE PROCEDURE.....	64
ARTICLE 47 GRIEVANCE MEDIATION.....	67
ARTICLE 48 ARBITRATION .....	68
ARTICLE 49 DRESS CODE.....	70
APPENDIX A.....	71
APPENDIX B .....	73

**ARTICLE 1**  
**RECOGNITION AND COVERAGE**

This collective bargaining agreement is entered into by and between the parties, the American Federation of Government Employees, Council 172, hereinafter referred to as the Union, and the Defense Commissary Agency, hereinafter referred to as the Agency. Together, they are referred to as the Parties.

This agreement covers all bargaining unit employees defined below, and as amended during the life of this agreement by the Federal Labor Relations Authority in determining matters of union recognition.

**ALABAMA**

Included: All non-supervisory employees of the Defense Commissary Agency, Redstone Arsenal, Alabama.

Excluded: All professional employees, supervisors, management officials, including temporary employees with appointments of 90 days or less and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees employed by the Defense Commissary Agency, Accounts Control Section, Maxwell Air Force Base, Alabama.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees, including employees on appointments of more than 90 days, assigned to the Defense Commissary Agency, Maxwell Air Force Base, Alabama and Gunter Air Force Station, Alabama.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All permanent employees and temporary employees on appointments of more than 90- days of the Defense Commissary Agency at U.S. Army Aviation Center, Fort Rucker, Alabama.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

**ALASKA**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Elmendorf Air Force Base, Alaska and Fort Richardson, Alaska.

Excluded: All professional employees; temporary employees with appointments of 90 days or less; management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Fort Greely, Alaska.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Fort Wainwright, Alaska and Eielson Air Force Base, Alaska.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **ARIZONA**

Included: All employees of the Defense Commissary Agency at Fort Huachuca, Arizona.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency at Luke Air Force Base, Arizona, and including temporary employees with appointments of 120 days or more.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All nonprofessional employees employed by the Defense Commissary Agency Davis-Monthan Air Force Base, Arizona.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of not to exceed one year, management interns, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **ARKANSAS**

Included: All non-supervisory employees of the Defense Commissary Agency located at Little Rock Air Force Base, Arkansas.

Excluded: All management officials, supervisors, professional employees, temporary employees with appointments of 90 days or less and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **CALIFORNIA**

Included: All non-professional employees of the Defense Commissary Agency, Lemoore Naval Air Station Commissary, Lemoore, California.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7), and temporary employees with appointments of less than 90 days.

Included: All non-professional employees of the Defense Commissary Agency, Los Angeles Air Force Base Commissary Store, Los Angeles, California.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7), and temporary employees with appointments of less than 90 days.

Included: All employees of the Defense Commissary Agency (DeCA), Western/Pacific Region and Accounts Control Section, located at McClellan Air Force Base,

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency, McClellan Air Force Base, California and Beale Air Force Base, California.

Excluded: All professional employees, management officials, supervisors and employees as described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency at Moffett Field Naval Air Station, California.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than one year and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency located in San Diego and Imperial Counties, California, including the Miramar Marine Corps Air Station Commissary; the San Diego Naval Station 32nd Street Commissary; the Imperial Beach Commissary; the North Island Commissary; the El Centro Commissary; the San Onofre Commissary, and the Camp Pendleton Commissary.

Excluded: All professional employees, management officials, supervisors, employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7), and temporary employees with appointments of 90 days or less employed at the San Onofre and Camp Pendleton Commissary Stores.

Included: All employees of the Defense Commissary Agency, Travis Air Force Base, California.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency assigned to Twenty-nine Palms, California, including temporary employees with appointments not to exceed one year.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **COLORADO**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Buckley Air Force Base, Colorado, Fort Carson, Colorado, Peterson Air Force Base, Colorado and U.S. Air Force Academy, Colorado.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (1), (2), (3), (4), (6) and (7).

## **DELAWARE**

Included: All non-supervisory employees of the Defense Commissary Agency (DeCA), including temporary employees with an appointment exceeding 90 days, located at Dover Air Force Base, Dover, Delaware.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **FLORIDA**

Included: All permanent employees and employees on temporary appointments of more than 90 days of the Defense Commissary Agency, at MacDill Air Force Base, Florida.

Excluded: All professional employees; supervisors; management officials; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency at Eglin and Hurlburt Air Force Base,

Florida.

Excluded: All professional employees, management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-supervisory employees at the Defense Commissary Agency located at Kings Bay, Georgia, Jacksonville, Florida, and Mayport, Florida.

Excluded: All professional employees, management officials, supervisors and other employees as described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency, Key West Naval Air Station, Key West, Florida.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All GS and WG employees of the Defense Commissary Agency, Patrick Air Force Base Commissary and all temporary employees on appointments of more than 90 days.

Excluded: All professional employees, management officials, supervisors, and temporary employees on appointments of 90 days or less and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All GS, WG, and WL non-supervisory employees and temporary employees on appointments of 90 days or more of the Defense Commissary Agency, Naval Air Station Pensacola, Pensacola, Florida and Naval Air Station Whiting Field, Milton, Florida.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency, Tyndall AFB, Florida.

Excluded: All professional employees, supervisors, management officials, commissary management specialists and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **GEORGIA**

Included: All non-supervisory employees and temporary employees on appointments of 90 days or more who work at Fort Gordon Commissary Store, Fort Gordon, Georgia.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All permanent employees and temporary employees on appointments of 90 days or more of the Defense Commissary in Albany, Georgia.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All Non-Supervisory General Schedule (GS) and Wage Grade (WG) employees of the Defense Commissary Agency, Fort Benning, Georgia.

Excluded: Temporary employees, employees with appointments of less than 90 days, professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees and temporary employees on appointments of 90 days or more who are employed by the Defense Commissary Agency, located at Fort Stewart Commissary and the Hunter Army Air Field Commissary Savannah, Georgia.

Excluded: All professional employees, supervisors, management officials, temporary employees on appointments of less than 90 days, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All nonprofessional employees of the Defense Commissary Agency, Moody Air Force Base, Georgia.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional, non-supervisory General Schedule and Wage Grade employees and temporary employees on appointments of 90-days or more employed at the Robins Air Force Base Commissary, Robins Air Force Base, Georgia.

Excluded: All professional employees, supervisors, management officials and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **GUAM**

Included: All employees of the Defense Commissary Agency on Guam.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **ILLINOIS**

Included: All nonprofessional general schedule and wage grade employees employed by the Defense Commissary Agency located at the Great Lakes NTC Commissary, Illinois.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than one year, and employees as described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **INDIANA**

Included: All non-professional employees of the Defense Commissary Agency, Harrison Village, Indiana.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than 90 days and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees employed by the Defense Commissary Agency, located at Crane NSWC, Indiana.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7). [CH-RP-03-0004; 12/30/2003]

## **KANSAS**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Fort Leavenworth, Kansas.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency who are located at Fort Riley, Kansas.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency who are located at McConnell Air Force Base, Kansas.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **KENTUCKY**

Included: All non-supervisory employees and temporary employees on appointments of 90 days or more in the Fort Campbell Commissary, Fort Campbell, Kentucky.

Excluded: All professional employees, supervisors, management officials, temporary employees on appointments of 90-days or less, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All full-time/part-time permanent WG, WL and GS employees and temporary employees on appointments of 90-days or more who are employed by Fort Knox Commissary, Fort Knox, Kentucky.

Excluded: All professional employees, supervisors, management officials, and temporary employees on appointments of 90-days or less, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **MARYLAND**

Included: All nonprofessional employees including temporary employees, employed by the Defense Commissary Agency at its commissary store located in Annapolis, MD.

Excluded: All management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All General Schedule and Wage Grade employees employed by the Defense Commissary Agency at its commissary stores located at Fort Detrick, Maryland; Fort Meade, Maryland; and Aberdeen Proving Ground, Maryland.

Excluded: All management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-supervisory Non-Professional General Schedule employees and Wage Grade employees employed by Defense Commissary Agency, Commissary Store, Patuxent River Naval Air Station, Patuxent River, Maryland.

Excluded: All Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **MICHIGAN**

Included: All non-professional employees of the Defense Commissary Agency, Selfridge Air National Guard Base, Michigan.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than 90 days, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **MISSISSIPPI**

Included: All employees of Defense Commissary Agency, including temporary employees on appointments of more than 90 days, located at Keesler Air Force Base, Mississippi and Naval Construction Battalion Center, Gulfport, Mississippi.

Excluded: All professional employees, supervisors, management officials and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees of the Department of Defense, Defense Commissary Agency, Columbus Air Force Base, Mississippi.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, supervisors, management officials, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **MISSOURI**

Included: All non-professional employees of the Defense Commissary Agency, at Whiteman Air Force Base, Missouri.

Excluded: Management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **MONTANA**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Malmstrom Air Force Base, Malmstrom Air Force Base, Montana.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **NEBRASKA**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Offutt Air Force Base, Offutt Air Force Base, Nebraska.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **NEVADA**

Included: All nonprofessional employees of the Defense Commissary Agency, Nellis Air Force Base Commissary, Las Vegas, Nevada.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7) and temporary employees.

### **NEW JERSEY**

Included: All non-supervisory employees of the Defense Commissary Agency, located at Fort Monmouth, New Jersey, and Lakehurst, New Jersey, and temporary employees employed for more than 90 days.

Excluded: Supervisors, management officials, the employee in the position of Secretary (Office

Automation), GS-03-18-5 employed at Fort Monmouth, New Jersey and employees described in Section 7112(b) (2), (3), (4), (6) and (7) of the Federal Service Labor-Management Relations Statute.

Included: All non-professional permanent employees and temporary employees with appointments of 90 days or more, and employees appointed for 90 days or more under the Student Educational Employment Program, employed by the Defense Commissary Agency, located at McGuire Air Force Base, New Jersey.

Excluded: Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees employed by the Defense Commissary Agency, Picatinny Arsenal, New Jersey.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **NEW MEXICO**

Included: All nonprofessional employees of the Defense Commissary Agency, Kirtland Air Force Base, Albuquerque, New Mexico.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **NEW YORK**

Included: All nonprofessional permanent employees and temporary employees with appointments exceeding 90 days employed by the Defense Commissary Agency, located at Fort Hamilton, Brooklyn, New York and Mitchell Field, Garden City, New York.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All nonprofessional permanent full-time employees and part-time employees and temporary employees with appointments of 90 days or more employed by the Defense Commissary Agency located at the United States Military Academy, West Point, New York.

Excluded: Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

### **NORTH CAROLINA**

Included: All general schedule and wage grade employees employed by the Defense Commissary Agency, located at Marine Corps Air Station (MCAS) at Cherry Point, North Carolina.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than one year and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All WG and GS permanent employees and temporary employees on appointments of 90-days or more who are employed by the Defense Commissary Agency, Camp Lejeune and New River Commissary Stores, Jacksonville, North Carolina.

Excluded: All professional employees, supervisors, management officials, temporary employees on appointments of 90-days or less, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All permanent employees and temporary employees on appointment of more than 90 days of the Defense Commissary Agency at Fort Bragg, North Carolina.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### **NORTH DAKOTA**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Minot Air Force Base, North Dakota.

Excluded: All professional employees, temporary employees with appointments of 90 days or less, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### **OHIO**

Included: All non-professional employees of the Defense Commissary Agency, Wright- Patterson AFB, Ohio.

Excluded: All professional employees, management officials, supervisors, temporary employees with appointments of less than 90 days, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### **OKLAHOMA**

Included: All non-supervisory employees at the Defense Commissary Agency, located at Altus Air Force Base, Oklahoma.

Excluded: Management officials, supervisors, professionals and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-supervisory employees at the Defense Commissary Agency, located at Tinker Air Force Base, Oklahoma.

Excluded: Management officials, supervisors, professionals and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### **PENNSYLVANIA**

Included: All nonprofessional employees employed by the Defense Commissary Agency, Carlisle Barracks, Carlisle, Pennsylvania.

Excluded: All temporary employees with an appointment of less than one year, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional permanent employees and temporary employees with appointments of 90 days or more of the Defense Commissary Agency, CE Kelly Support Facility, Oakdale, Pennsylvania.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Store located at Tobyhanna Army Depot, Tobyhanna, Pennsylvania.

Excluded: All temporary employees with an appointment of 90 days or less, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **PUERTO RICO**

Included: All regular full-time and regular part-time employees with appointments of 90 days or more employed at the Fort Buchanan, Puerto Rico Commissary Store.

Excluded: Professional employees and employees excluded by 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **RHODE ISLAND**

Included: All non-professional, permanent employees employed by the Defense Commissary Agency located at Naval Station Newport, Newport, Rhode Island

Excluded: All professional employees, management officials, supervisors, students appointed under various student educational employment programs, and employees described in (b) (2), (3), (4), (6) and (7)

## **SOUTH CAROLINA**

Included: All employees including employees on temporary appointments of more than ninety days of the Defense Commissary Agency at Charleston Air Force Base and Charleston Naval Weapons Station, Charleston, South Carolina.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees employed by Defense Commissary Agency, Parris Island Marine Corps Recruit Depot, Parris Island, South Carolina.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-supervisory employees and all temporary employees on appointments of more than 90 days at the commissaries located at Shaw Air Force Base and Fort Jackson, South Carolina.

Excluded: All professional employees, supervisors, management officials, and temporary employees on appointments of 90 days or less, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **SOUTH DAKOTA**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Ellsworth Air Force Base, South Dakota.

Excluded: All professional employees, and temporary employees with appointments of 90 days or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **TENNESSEE**

Included: All employees of the Defense Commissary Agency, Naval Air Station Memphis, Millington, Tennessee.

Excluded: All professional employees, supervisors, management officials, and employees as described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **TEXAS**

Included: All full-time, temporary, part-time and intermittent non-supervisory employees of the Defense

Commissary Agency at commissaries located at Lackland and Randolph Air Force Bases, and at Fort Sam Houston, Army, who are paid from appropriated funds.

Excluded: All supervisors, management officials, professional employees, and all employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All permanent non-professional employees of the Defense Commissary Agency, Dyess Air Force Base, Texas.

Excluded: All temporary employees with appointments of less than one year, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All fulltime, temporary, part-time and intermittent non-supervisory employees of the Defense Commissary Agency located at the Fort Hood Commissary Stores, Fort Hood, Texas.

Excluded: All supervisors, management officials, professional employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees of the Defense Commissary Agency, Naval Station Joint Reserve Base, Fort Worth, Texas, including temporary, part-time, and intermittent.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-supervisory, non-professional employees of the Defense Commissary Agency assigned to the Commissary Store, at Goodfellow Air Force Base, Texas.

Excluded: Management officials, supervisors, professionals, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional accounting technician employees employed by the Defense Commissary Agency, Accounts Control Section, Kelly Air Force Base, San Antonio, Texas.

Excluded: All professional employees, temporary employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency located at Laughlin Air Force Base, Del Rio, Texas.

Excluded: All management officials, supervisors, professional employees, temporary employees with appointments of 90 days or less, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All non-professional employees employed by the Defense Commissary Agency located at Sheppard Air Force Base, Texas.

Excluded: All management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

#### **UTAH**

Included: All nonprofessional employees of the Defense Commissary Agency who are located at Hill Air Force Base, Utah.

Excluded: All professional employees; temporary employees with appointments of 90 days or less;

management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **VIRGINIA**

Included: All nonprofessional employees employed by the Defense Commissary Agency, Headquarters, Fort Lee, Virginia.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All professional employees employed by the Defense Commissary Agency, headquarters Fort Lee, Virginia.

Excluded: All nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All professional and nonprofessional employees employed by the Field Operations Activities, Defense Commissary Agency, Fort Lee, Virginia.

Excluded: All supervisors, management officials, temporary employees appointed under 5 C.F.R. section 316.401, employees appointed under various student educational employment programs and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All general schedule and wage grade employees employed by the Defense Commissary Agency at its commissary stores located at Fort Belvoir, Virginia, Quantico, Virginia and Dahlgren, Virginia.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **WISCONSIN**

Included: All non-professional employees of the Defense Commissary Agency, Fort McCoy, WI.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## **WASHINGTON**

Included: All nonprofessional employees of the Defense Commissary Agency located at Fairchild Air Force Base, Washington.

Excluded: All professional employees, management officials, supervisors, temporary employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency, Commissary Store, Puget Sound Naval Shipyard, Bremerton, Washington and Defense Commissary Agency, Commissary Store, Submarine Base Bangor, Silverdale, Washington.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Included: All employees of the Defense Commissary Agency Commissary Stores at Fort Lewis and McChord Air Force Base, Tacoma, Washington.

Excluded: All professional employees; management officials; supervisors; and employees described in 5

U.S.C. 7112(b) (2), (3), (4), (6) and (7).

## ARTICLE 2 DURATION AND EFFECTIVE DATE

As provided by 5 U.S.C. 7114(c) and the **PARTIES'** agreed-upon procedure, this agreement will be effective on August 13, 2018, provided it has been ratified, executed, and approved.

The union will have 45 days from conclusion of negotiations in which to accomplish ratification. Upon notice from the union to the agency that the offered agreement has been ratified, the agency will forward for higher agency review consistent with the statute.

If the agreement is not ratified, the union will promptly notify the agency and the parties will renew negotiations.

This agreement shall become effective and remain in effect for three (3) years from the above date. It will be renegotiated if either **PARTY** at the national level serves notice on the other of intent to renegotiate during the period 105 days to 60 days prior to the expiration date, which is August 12, 2021. If neither **PARTY** serves notice of intent to renegotiate it, this agreement will be automatically extended for succeeding one-year periods after the third year described above; in that case, it will be renegotiated if either party serves notice on the other of intent to renegotiate during the period 105 days to 60 days prior to the expiration of an extension year.

If either **PARTY** desires to renegotiate this agreement in accordance with the terms above, this agreement will remain in effect until such time as a new agreement has been negotiated.

## ARTICLE 3 PRINTING AND DISTRIBUTION

**Section 1.** Defense Commissary Agency (DeCA) will assure that the Master Labor Agreement (MLA) is available for all bargaining unit (BU) employees by posting the MLA to OneNet and Commissaries.com. DeCA will also print and distribute 80 copies of the MLA in order to provide one printed copy, to each Local Union representing DeCA employees.

**Section 2.** BU employees desiring a printed copy of the MLA will have to obtain a copy from the Local Union.

## ARTICLE 4 BARGAINING

### Section 1. Purpose

This Article sets forth the effect of laws and regulations on this Agreement, and to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement. General Terms and conditions created under this Agreement will remain in full force and effect during the renegotiation of this MLA, and until such time as a new Agreement is in effect; however, after expiration, either **PARTY** reserves the right to unilaterally rescind a permissive provision by providing advance notice to the other. All LSA's, MOU's, and MOA's are superseded by this MLA.

## **Section 2. Laws and Government-Wide Rules and Regulations**

In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 U.S.C. 7100 *et seq.*, and by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. 2302 (the prohibited personnel practices). As a matter of law, the **UNION** and management are bound by all Federal laws and government-wide regulations, 5 U.S.C. 7117 (a) (1) and (2).

## **Section 3. Procedures for Renegotiation of MLA**

If either **PARTY** serves notice within the terms of Article 2 of this MLA to renegotiate this agreement, the initiating **PARTY** will submit ground rules proposals to the other **PARTY** within thirty (30) days of the date that the initiating **PARTY** submitted the demand to bargain.

## **Section 4. Past Practices**

Any prior past practices which were in effect on the effective date of this Agreement at any level (national, council, regional and/or local), shall remain in effect unless superseded by the new agreement or in accordance with 5 U.S.C. Chapter 71.

## **Section 5. Local Supplemental Agreements**

The **PARTIES at the Local level** may negotiate a single supplemental agreement which will have the same expiration date as the MLA, provided either **PARTY** requests to bargain within 90 days from: the date the MLA is approved by Department of Defense (DoD); or, if no action by DoD, 45 days from the date of execution. If a timely request is made, supplemental negotiations will continue until all phases of bargaining are completed, including third-party dispute resolution.

Supplemental agreements shall not delete or conflict with any provision, policy or procedure in the MLA. A Supplemental Agreement is limited to matters identified for supplementation in the MLA. Subjects within the MLA that are not specifically designated as appropriate for an LSA, are not subject for local level bargaining. Subjects that are not contained within the MLA are appropriate for an LSA, unless prohibited by law, government-wide rule or regulation or this MLA.

If a request for LSA bargaining is timely received and one of the **PARTIES** determines a subject is not appropriate for bargaining, then the **PARTY** making that determination will notify the other **PARTY** in writing.

Procedures set forth below in 6.1 and 6.2 will be utilized for this bargaining.

## **Section 6. Mid-term Bargaining**

Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either **PARTY** which are either newly formulated, or changes to established personnel policies and practices during the term of this agreement, which affect the working conditions of unit employees

### **Section 6.1. Procedures**

Should either **PARTY** desire to initiate a change to established personnel policies and practices, and matters affecting the work conditions that are not covered by the MLA, the following procedures will

apply:

1. The **PARTY** desiring to make the change will provide written notification of the proposed change at least 15 calendar days prior to the planned implementation date, unless there is an emergent or mission related reason that implementation must occur sooner. This notification will include at a minimum the following:
  - a. the nature of the change,
  - b. implementation plans, if applicable, and
  - c. the implementation date.
2. If the **PARTY** who receives the notification desires to bargain regarding the change, the **PARTY** will submit a written demand to bargain and initial written proposals within 15 calendar days of the notice. Either **PARTY** may request a briefing session to explore or explain the change and its impact on unit employees. If more information or a briefing is needed, the requesting **PARTY** will submit a demand for the briefing or information within 7 calendar days of receipt of the original notification. Proposals will be due no later than 15 calendar days from the date the briefing or information is received by the requesting **PARTY**.
3. If less than 15 days' notice is provided due to emergent or mission related reasons, then the initiating **PARTY** will implement and the receiving **PARTY** must submit the demand to bargain and initial proposals within 15 days of the notice or implementation, whichever occurs first.
4. Bargaining will begin as soon as possible and in accordance with a mutually agreed upon date, time, and location.
5. If a timely demand to bargain is not made, the proposed change may be implemented after the 15th day. If the **UNION** decides that bargaining will not be requested, it is encouraged to notify the **EMPLOYER** as soon as possible.
6. Agreements reached pursuant to above, will be reduced to writing and considered an extension to this MLA.
7. Should a timely demand to bargain be made concerning a proposed change, the change will not be implemented until all phases of bargaining are concluded, consistent with applicable law.

## **Section 6.2. Ground Rules for Mid-term Bargaining**

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either **PARTY** and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement, and may only be changed by mutual consent.

1. Briefing Sessions. Either **PARTY** may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.
2. Arrangements. Negotiations may be held video teleconference, telephonically, or in a suitable meeting room provided by the Agency. The Agency will furnish the **UNION** negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room, if negotiations will be conducted in person. The method of negotiation is subject to agreement by both parties.
3. The starting date and the daily schedule for negotiations will be established by the Chief Negotiators.
4. Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

5. During negotiations, the Chief Negotiator for each **PARTY** will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each **PARTY** will retain his/her copies and will initial the other **PARTY**'s copy.
6. It is agreed that either team may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Agency, if negotiations are conducted in person. There is no limit on the number of caucuses which may be held, but each **PARTY** will make every effort to restrict the number and length of caucuses.
7. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations.
8. Each **PARTY** shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective **PARTY**.
9. The **UNION** will be authorized at least the same number of **UNION** representatives on official time as the Agency has representatives at the negotiations table. The designated **UNION** negotiators, if DeCA employees, will be on official time for all time spent during the actual negotiations, including attendance at impasse proceedings.
10. If any proposal is claimed to be nonnegotiable by either **PARTY** and subsequently determined to be negotiable, or the declaring **PARTY** withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 15 calendar days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.
11. Any provisions disapproved during Agency-head review may be referred to the FLRA by the **UNION**.
12. All timeframes in these ground rules may be modified by mutual consent.
13. No official transcript or electronic recordings will be made during the negotiations; however, each **PARTY** may designate a note taker to keep notes and records during the sessions.
14. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.

## **Section 7. Waivers**

Nothing in this Agreement shall be deemed to waive either **PARTY**'s statutory rights unless such waiver is clear and unmistakable.

## **ARTICLE 5** **DUES WITHHOLDING**

**Section 1.** The **EMPLOYER** will deduct **UNION** dues (the regular, periodic amounts required to maintain an employee in good standing with the **UNION**) from an employee's pay each payroll period when the following conditions have been met:

- a. The employee has signed up for voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form (SF) 1187, supplied by the **UNION**.

d. The appropriate local **UNION** authorized official has completed and signed Section A of such form on behalf of the **UNION**.

e. The SF1187 has been submitted to the appropriate payroll office in accordance with procedures currently in place at the local level.

**Section 2.** The **UNION** will supply SF1187 to the employees involved. The **UNION** shall be responsible for the distribution of such forms to its members and for completion of Section A, including the certification of the current amount of the **UNION's** regular dues to be deducted each biweekly pay period.

**Section 3.** Deduction of dues shall begin with the first pay period that occurs after receipt of SF1187 by the payroll office.

**Section 4.** The amount of the **UNION** dues to be deducted each biweekly pay period will not be changed unless a notification of dues change is received from the responsible **UNION** official.

**Section 5.** Any change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period, shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the appropriate official of the **EMPLOYER** or a later date if requested by the **UNION**.

**Section 6.** An employee's voluntary allotment for payment of his **UNION** dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the **UNION**.
- b. Assignment of the employee outside of the bargaining unit. If such assignment is temporary, a new SF1187 will not be required to resume dues withholding at the end of the assignment.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by the **EMPLOYER** of notice that the employee has been expelled or has ceased to be a member in good standing of the **UNION**.
- e. Request by the employee for cancellation of his dues withholding by properly completing and submitting SF1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the **EMPLOYER**. These forms may be obtained from the **EMPLOYER**. An employee who submits his request for cancellation of dues deduction within the initial year will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deductions went into effect. This is the date the employee's first authorized deduction began. Thereafter, an employee who completes the initial one-year period and desires to cancel his dues participation through payroll deduction, may submit an SF1188 to the **EMPLOYER** at any time during the six (6) week period immediately preceding July 1. The **EMPLOYER** must receive request for cancellation no later than 1200 noon local time on the last business day of June.

**Section 7.** The **EMPLOYER**, through its appropriate official, shall transmit to the **UNION's** National Secretary Treasurer, within five (5) working days after each pay day, an electronic file with all necessary information for processing voluntary allotments. Such a list will include any allotment deductions that are terminating with the pay period covered and the reason for such termination.

**Section 8.**

a. The **EMPLOYER** shall not recoup prior erroneous dues allotments to the **UNION** by reducing current dues allotments.

b. In the event the **EMPLOYER** improperly remits dues allotments to the **UNION**, the **EMPLOYER** will grant a waiver if the amount of an overpayment does not exceed the statutory maximum amount an agency has authority to waive, and if, in the circumstances of each case:

1. Collection action would be against equity and good conscience and not in the best interests of the United States; and,
2. There is no indication of fraud, misrepresentation, fault, or lack of good faith on the part of the employee or any other person having an interest in obtaining a waiver.

**Section 9.** The **EMPLOYER** understands how and where dues deductions are deposited is internal **UNION** business. Should the **UNION** desire to have dues deposited to locals or to a central account, the **UNION** and DFAS will make these arrangements, however, the **EMPLOYER** will assist as necessary.

**Section 10.** The **UNION** will complete all required forms in order to change the dues remittance, should the **UNION** desire to do so. The **EMPLOYER** will assist the **UNION** in any requests/discussions with DFAS concerning reports or other information the **UNION** desires from DFAS.

**ARTICLE 6**  
**(See Article 14, Section 5)**  
**CELL PHONES AND OTHER ELECTRONIC DEVICES**

**ARTICLE 7**  
**UNION RIGHTS**

**Section 1. Representation Rights**

Pursuant to Section 7114 (a) (1) of Title 5 United States Code, AFGE has been accorded exclusive recognition as the exclusive representative of the employees in the bargaining units it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the bargaining units. As the exclusive representative, AFGE is responsible for representing the interests of all employees in the bargaining units it represents without discrimination and without regard to labor organization membership.

**Section 2. Formal Meetings**

Pursuant to Section 7114 (a) (2) of Title 5 United States Code, AFGE shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the bargaining units or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

At all formal meetings, the **UNION** Representative may introduce him/herself. The **UNION** Representative will have full participatory rights, the same as employees. However, the **UNION** Representative may not disrupt the meeting or discuss other topics that are not part of the meeting.

**Section 3. Representation During Interviews**

When a **UNION** representative, in both criminal and non-criminal cases, accompanies the person being interviewed the role of the representative includes:

1. Clarifying the questions
2. Clarifying the answers
3. Assisting the employee in providing favorable or extenuating facts
4. Suggesting other employees who have knowledge of relevant facts
5. Advising the employee

However, the representative may not disrupt the interview or answer for the employee.

#### **Section 4. Right to Data**

a. The **UNION** has the right to be furnished upon request and, to the extent not prohibited by law, data that is normally maintained by the agency in the regular course of business. The data must be reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining. Data must not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining. The **EMPLOYER** shall provide this information to the **UNION** upon written request. The Union must establish a particularized need, consistent with FLRA guidance, for information by stating with specificity: why it needs the information, how it will use the information, and how its use of the information relates to carrying out its representational responsibilities under the Statute.

b. If the **EMPLOYER** denies a **UNION** request for data, the **EMPLOYER** shall give the **UNION** the specific reasons for the denial.

#### **Section 5. Lists of Bargaining Unit Employees**

The **EMPLOYER** will furnish the **UNION** with a current list of bargaining unit employees quarterly, if requested. The list shall contain the name, grade, series, organizational code, and SCD-leave date.

#### **Section 6. Union Organization**

a. The **UNION** retains the right to: determine its organizational structure; designate its representatives and determine their representational assignments and duties; and retain, suspend, or relieve **UNION** representational duties.

b. The **UNION** agrees to furnish the **EMPLOYER** and each Store Director for AFGE commissaries, in writing and maintain on a current basis, a complete listing of the name, phone number and title of each **UNION** representative and primary point(s) of contact. Communication will be made through the appropriate **UNION** designated representative.

#### **Section 7. Union Orientation**

The **UNION** will be notified of the name, department and start date for all new bargaining unit employees prior to their first day.

The **UNION** Representative will be allowed 45 minutes during the course of the first three (3) calendar days of new employees' physical start date and new employee orientation. When there is no scheduled orientation, the Union will be provided an opportunity to meet with new employees' no later than seven (7) calendar days of their physical start date to:

- a. Brief bargaining unit employees on their representational rights.
- b. Advise the employee of the contractual relationship which exists between the **UNION** and the **EMPLOYER**.
- c. Provide a copy of this agreement and other appropriate material

**Section 8. Investigate Complaints & Conduct Interviews**

The **UNION** has the right to investigate complaints and conduct interviews.

**Section 9. Access to Management**

**UNION** shall have timely access to the appropriate management official in order to resolve problems at the lowest possible level while assuring the confidentiality of the complainant at all levels. A mutually agreeable time will be established if either **PARTY** requests a labor- management meeting.

**Section 10. Access to Bargaining Unit Employees**

- a. The **UNION** will have access to bargaining unit employees in order to conduct representational functions.
- b. Duly appointed and elected representatives and employees of the **UNION** at the local, district, and national level will be allowed entrance into the commissary for the purpose of conducting appropriate labor-management business, and must follow procedures for official visitors. Prior to coming to the Store, the **UNION** official must contact Store management to schedule a mutually agreeable time. If the **UNION** representative is a DeCA employee from a different Store/installation, he/she will make a courtesy contact with a management official.
- c. A mutually agreeable time must be established with the Store management and/or Commissary Officer if the **UNION** wishes to conduct non-representational functions. Mutually agreeable time will be established if a labor-management meeting is requested by either **PARTY**.

**Section 11. Informational Picketing**

- a. The **UNION** will have the right to conduct informational picketing, provided necessary permits are obtained. Participating employees will be on annual leave or leave without pay, subject to the operational need of the **EMPLOYER**; or on off-duty time.
- b. Leaflets and other material may be handed out and media coverage will be allowed during this time as long as it does not restrict operations.

**Section 12. Union Representation on Councils, Committees, and Panels**

When work groups are to be created to examine ways to improve agency services and performance and include bargaining unit members, cooperation between AFGE and DeCA is the preferred mode of operating. Where issues of rights and obligations are involved, the following provisions apply.

- a. Establishment. The **UNION** will be notified of the establishment of work groups that include

bargaining unit member(s) when discussions of negotiable matters will occur and will be allowed to participate if the **UNION** so desires. When such work groups are to discuss only matters that are technical in nature and concern job-related functions that are part of non-negotiable management rights under the Statute, such notification is not required. However, in the implementation of such programs, the parties will fulfill their collective bargaining obligations to one another.

b. Selection. Where an individual serves on a work group in the capacity of a **UNION** representative, the individual is engaged in protected activity. In addition, the **UNION** may establish criteria for such designation that includes **UNION** membership.

## **ARTICLE 8** **OFFICIAL TIME**

**Section 1.** **UNION** and **EMPLOYER** agree that there are mutual benefits resulting from the use of official time to represent employees and work with supervisors and managers to resolve issues and concerns. Such time will be adequate to represent bargaining unit employees and administer this Agreement with the Agency.

**Section 2.** Official time is defined as time used by a bargaining unit employee to perform representational functions relating to a DeCA bargaining unit, on behalf of a bargaining unit employee or the **UNION**, when the representative would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay. Official time is available to the bargaining unit member(s) whose names have been provided by the **UNION** to the **EMPLOYER** as being a representative of the **UNION**.

**Section 3.** Official time can be used to perform representational functions related to the DeCA bargaining unit and within the scope of 5 USC Chapter 71. Official time includes travel time when carrying out representational duties; official time for travel may not exceed one hour, except by mutual agreement. Official time cannot be used for any activity relating to internal business of a labor organization (including solicitation of membership, collection of dues, and election of labor organization officials).

**Section 4.** The following procedures shall apply to **UNION** representatives to perform representational duties during duty hours that are authorized under the terms and conditions of this Agreement:

a. Prior to release, the **UNION** representative must request and obtain permission from their immediate supervisor to perform representational functions. The request will be made as much in advance as practicable and extended absences should be requested when the reason for them becomes known. The **UNION** representative will request official time, in writing, on the form at Part 1 of Appendix A of this Agreement. The request must include the type of representational activity to be conducted and the estimated duration of the absence, and any known time limits. The supervisor will complete Part 2, indicating approval or disapproval. If the request is disapproved, the reason for disapproval will be recorded on the form. A copy of the completed form will be returned to the representative. The **UNION** representative will be released as requested, unless release at that time would significantly impact operations. If release cannot be granted as requested, the supervisor will advise the **UNION** representative as soon as possible when release would be appropriate, normally not later than the next working day. If a delay in releasing an employee or **UNION** representative involves a situation within one day of a contractual time limit, the time limit to respond will be extended an amount of time equal to the delay in release. Management's postponement of official time use will not cause the **UNION** to fail to meet a deadline imposed by a third party provided the request for official time was timely made.

b. If an employee needs to meet with a **UNION** representative, that would constitute an interruption of work, advance approval of the employee's supervisor will be obtained. The employee's supervisor will be informed of the need to speak to the representative and the estimated length of time required. The employee will be released as requested unless release at that time would significantly impact operations. If release of the employee cannot be granted as requested, the supervisor will advise the **UNION**

representative and employee as soon as possible when release would be appropriate, normally not later than the next working day.

c. The **UNION** representative and the employee will inform their respective supervisors when they return to work. If the **UNION** representative and/or the employee will be delayed beyond the estimated time, they will contact their respective supervisors to request additional time.

**Section 5.** Official time for DeCA AFGE Council 172 will be allotted in a block of 800 hours. The AFGE Council President may decide which council members will utilize these hours. All official time used under this block must be requested to the DeCA AFGE Council 172 member's immediate supervisor in advance and in writing.

**Section 6.** DeCA and AFGE value using on-site representatives from each store to discuss issues and resolve problems. AFGE encourages DeCA bargaining unit members to serve as onsite representatives. DeCA managers support joint resolution opportunities. On-site representatives will be called upon to discuss issues and represent their fellow bargaining unit members in a variety of areas. **UNION** representatives shall be granted reasonable amounts of official time as needed to carry out their representational responsibilities as authorized under this agreement. The supervisor and **UNION** representative should discuss the amount of official time needed. The **EMPLOYER** and the **UNION** share the mutual responsibility for ensuring the use of official time is reasonable, necessary and in the public interest.

**Section 7.** Use of official time will not advantage or disadvantage a **UNION** representative on his/her performance rating.

**Section 8.** When a **UNION** representative requests leave in order to conduct **UNION** business outside the bargaining unit, liberal leave policy will be applied or flexible work hours will be considered.

**Section 9.** The **UNION** may request travel and per diem expenses to attend meetings (other than negotiations) on a regional or a national basis. If such expenses are not provided for these types of meetings other suitable methods, such as conference calls, will be used.

#### **Section 10. Training**

a. Because it is of mutual benefit to the **EMPLOYER** and the **UNION**, recognized **UNION** representatives will be excused, without charge to leave and subject to operational requirements, to attend **UNION** sponsored training within the scope of the labor relations statute.

b. Requests for official time must be submitted to the Commissary Officer, or designee in writing (see Appendix A) with as much advance notice as possible, but at a minimum of 15 days in advance of the scheduled training. Requests must state the name(s) of the representative(s), the date, time, location and the detailed agenda (topics and times). The Commissary Officer or designee will respond to the request within five (5) calendar days, in writing (see Appendix A). If the request is denied, the Commissary Officer or designee will explain the reason for denial. If the employee requests a schedule change to attend the training, such request will be granted unless that would significantly impact operations.

c. Official time for initial training of a new **UNION** representative will be granted for up to 24 hours. Official time for other **UNION** sponsored training for **UNION** representative(s) will be granted for up to 120 hours per store for the first and third year of the MLA, and 130 hours for the second year after. If the MLA rolls over after the 3<sup>rd</sup> year, the numbers of hours per year after that for training will not exceed 120 hours per year from the effective date of the MLA. Hours will not be carried over from year to year and

may not exceed the 130 hour cap for the second year or the 120 hour cap for each succeeding year. For training outside the commuting area, travel time may be during non-duty time or will be counted against the official time authorized for training.

## **ARTICLE 9** **UNION OFFICE AND FACILITIES**

**Section 1.** The **EMPLOYER** will provide the installation with the telephone numbers of **UNION** officials who are designated to represent the DeCA bargaining unit. The installation will be requested to include the numbers in the installation telephone directory under the Commissary section. Unless it is redundant in the directory, the Commissary will also have listed the number of the local president.

**Section 2.** The **EMPLOYER** will provide **UNION** bulletin boards. Locate **UNION** bulletin boards adjacent to the **EMPLOYER'S** Official bulletin boards. **EMPLOYER'S** official and **UNION'S** bulletin boards shall be same in number and similar in size. The **UNION** shall maintain **UNION** bulletin boards in an orderly condition and bulletin boards will properly identify the AFGE Local number.

**Section 3.** All material posted on **UNION** Bulletin boards must not violate any law, provision of this agreement, security regulations of higher authority, or contain obscene or libelous material. If the **EMPLOYER** questions any material posted to **UNION** bulletin boards, they will address the matter with the appropriate **UNION** representatives.

**Section 4.** The **EMPLOYER** and the **UNION** agree that providing office space, if available, is in the best interest of the bargaining unit employees and the **EMPLOYER**. Where the **UNION** now has office space/office furnishings in DeCA facilities, such use will continue. If new construction/renovation is anticipated, local parties will discuss any impact on **UNION** space as soon as possible. In all cases the **UNION** will be provided the ability to meet privately/confidentially with the employee and to store and secure records if requested by the **UNION**. The **UNION** will be allowed access to the **EMPLOYER'S** office equipment where available e.g., computer, email, fax capabilities, and services at no cost to the **UNION**. DeCA employees who are **UNION** Stewards may use the DeCA email account to conduct **UNION** business as long as it is in compliance with government-wide rules and regulations as well as statute.

**Section 5.** **EMPLOYER** will provide access to existing telephone services (DSN, WATTS, commercial, etc.) to conduct labor relations, representational business affecting a DeCA bargaining unit. All laws, rules, and regulations will be adhered to.

**Section 6.** Contracted custodial services provided to the commissary shall also be provided to the **UNION** office space if located within the store.

**Section 7.** **UNION** agrees to abide by all security and safety regulations.

**ARTICLE 10**  
**MANAGEMENT RIGHTS**

**Section 1.** Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the Agency:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency
- b. In accordance with applicable laws:
  1. To hire, assign, direct, layoff and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees
  2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency 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
    - (b) Any other appropriate source
  4. To take whatever actions may be necessary to carry out the mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the **EMPLOYER** and the **UNION** from negotiating:

- a. At the election of the agency, on the numbers, types, and grade of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. Procedures which management officials of the Agency will observe in exercising any authority under this Article.
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

**ARTICLE 11 HOURS OF WORK**

The PARTIES recognize that the accomplishment of the work is the primary factor in determining work schedules in order to provide an important benefit to DeCA's customers. Supervisors will consider an employee's needs when evaluating work schedule options after ensuring that the Agency fulfills its mission requirements.

**Section 1. Definitions**

- a. Tour of Duty is the hours of the day and the days within the administrative workweek during which the employee is required to perform service on a regular, repetitive basis. The administrative workweek of employees is the calendar week, 0001 hours Sunday through 2400 hours Saturday. Employees should not be scheduled to work more than six (6) of any seven (7) consecutive days. Although work schedules will be for a minimum of two weeks, schedules currently in effect may continue.
- b. The Basic Workweek of Full-Time Employees shall consist of five (5) consecutive eight (8)

hour days within the administrative workweek and two consecutive days off, subject to workload requirements. Where non-consecutive days off are in effect, that tour of duty may continue.

c. The Basic Workweek of Part-Time Employees shall consist of 16 to 32 hours, regular or irregular schedule, within the administrative workweek. The **EMPLOYER** will attempt to schedule two consecutive days off within the administrative workweek for part-time employees subject workload requirements.

d. Seniority is defined as an employee's Service Computation Date (SCD) for leave as documented by the SF-50 unless otherwise noted. SCD will be used when bidding tours of duty (see Section 17).

### **Section 2. Meal Period**

a. Full-Time employees shall be granted, on a non-paid basis, a meal period, scheduled at the mid-point (i.e. 3.5-4.5 hours) after the start of their tour of duty, of at least one-half (½) hour each workday; or, upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour.

b. Part-time employees who work six (6) hours or more in a workday will be granted, on a non-paid basis, a one-half (½) hour meal period scheduled at or near the mid-point of the tour of duty, or upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour. A part-time employee who works six (6) hours and does not desire a non-paid lunch will be permitted to forego his/her non-paid lunch period, upon the employee's request and with supervisor approval. Such decisions will be made at the start of each pay period, and remain in effect for the entire pay period.

c. When a normal, scheduled meal period is not feasible within a shift, a twenty (20) minute working meal period shall be permitted and considered as time worked for pay purposes, as long as the employee is required to remain at the work site.

### **Section 3. Breaks**

a. Part-time employees working less than six (6) hours a day will be authorized a total of 15 minutes of rest during the workday.

b. Part-time employees working six (6) hours or more and who have chosen to forego a meal period (upon the employee's request and with supervisor approval), will be authorized two 15-minute periods of rest during the workday. Part-time employees working six (6) hours or more who have chosen to take a meal period will be authorized one 15-minute period of rest during the workday.

c. Full-time employees are entitled to two 15-minute periods of rest during the workday.

d. If rest breaks are in increments of 15 minutes, the breaks will be taken within 2 to 3 hours after the start of their tour of duty and no less than 1 to 2 hours before the end of their tour of duty,

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

### **Section 4. Notification of Schedules**

a. Management will provide as much advance notice of employees schedules as possible. Employees will be notified of their work schedules at least two weeks in advance of the administrative workweek. In accordance with 5 Code of Federal Regulations, 610.121 (a), when the **EMPLOYER**

determines that the **EMPLOYER** would be seriously handicapped in carrying out its function or that costs would be substantially increased, notification of less than two weeks will be permitted. A copy of any work schedule changes will be provided to the **UNION**. The method by which employees are provided and/or made aware of work schedules is a subject appropriate for a LSA.

b. The **EMPLOYER** recognizes the need for proper rest and recuperation of its employees. The **EMPLOYER** will schedule reasonable time between individual employee's shifts.

### **Section 5. Scheduling Conflict**

At the store-level, the PARTIES, (AFGE Local Union Representative and Store-level Management), where issues have been identified and/or there is low morale resulting from scheduling, the PARTIES agree to engage in discussions in which they will try and resolve those issues.

### **Section 6. Holiday Work Procedures**

A general announcement of intent to have employees work on holidays will be posted on employee bulletin boards two weeks in advance of the holiday, unless the store has less notice. When scheduling employees for work on holidays, the **EMPLOYER** will first ask for volunteers, and will select the number of needed employees by seniority on a rotating basis. If an employee is to be scheduled involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The **EMPLOYER** will determine whether an employee is qualified to perform the work. The regular schedule of an employee will not be changed to avoid holiday pay.

### **Section 7. Overtime Work**

a. Planned Overtime Work Procedures. In the case of planned overtime, notice will be provided as far in advance as possible. When scheduling employees for overtime work, the **EMPLOYER** will first ask for volunteers, and will select the number of needed employees by seniority on a rotating basis. If an employee is to be scheduled involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The **EMPLOYER** will determine whether an employee is qualified to perform the work.

b. Unplanned Overtime Work Procedures. In the case of unplanned overtime, notice will be provided as far in advance as possible. The **EMPLOYER** will first ask for volunteers who are on duty, and will select the number of needed employees by seniority on a rotating basis. If an employee is to work overtime involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The **EMPLOYER** will determine whether an employee is qualified to perform the work.

c. Hours worked in excess of eight (8) hours in a day or 40 hours in a week are overtime. Unless an employee chooses to receive compensatory time, overtime pay must be paid.

### **Section 8. Extension of Part-Time Employee Workday Before or After Tour of Duty**

a. When work requirements dictate the need for additional hours to be worked by employees already scheduled to work on a workday, scheduling decisions will be made by soliciting qualified volunteers first, in seniority order. This provision will not require that an employee be offered additional work resulting in overtime.

b. If there are insufficient volunteers, the decision will be made using inverse seniority. Personal needs exceptions will be considered on an equitable basis.

c. The affected employee will be notified as much in advance as possible of the additional hours needed by the EMPLOYER. Such notice will be provided at the time the EMPLOYER becomes aware of the event that created the need for additional hours, such as when another employee notifies the EMPLOYER of a need to be on unplanned sick leave.

### **Section 9. Clean-up Time**

Where the type of work requires, an employee will be allowed a reasonable time at meal time, break time, and at the end of the workday to perform necessary personal hygiene.

### **Section 10. Planned Store Closures for Other than Federal Holidays**

a. When a planned store closure occurs and there is other work available for affected employees, employees scheduled to work during the closure will have the following options: perform other duties, request annual leave without pay, or have the tour of duty rescheduled to recapture hours otherwise lost for the pay period.

b. When a planned store closure occurs and there is no other work available for affected employees, employees scheduled to work during the closure will have the following option: request annual leave or leave without pay, or to have the tour of duty rescheduled by the EMPLOYER to recapture hours otherwise lost for the pay period. If the employee does not elect to request annual leave and the tour of duty cannot be rescheduled to recapture those hours, the employee will be granted administrative leave. If the full work force is not required, the selection process will be Section 7 (a) and (b) above for all employees.

c. The Agency, under this section, will provide notice to the Union within 24 hours of when it becomes aware of closure.

### **Section 11. Federal Holidays**

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

New Year's Day, January 1  
Birthday of Martin Luther King, Jr. the third Monday in January  
George Washington's Birthday, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veterans Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, December 25

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

b. For full-time employees whose basic schedule is Monday through Friday, when the legal, public holiday falls on a Saturday, the Friday preceding it is the day treated as the holiday. If the holiday falls on Sunday, the following Monday is the day treated as the holiday.

c. In accordance with 5 USC 6103(b), the following rules apply:

1. Part-Time employees who are scheduled to work on a legal public holiday will be paid for that

holiday.

2. Part-Time employees who are not scheduled to work on a legal public holiday will not be entitled to holiday pay.

d. For Part-Time employees prevented from working due to in-lieu-of holiday, the PARTIES are encouraged to discuss and if necessary negotiate the following options:

1. Administrative leave, if approved by the EMPLOYER on a holiday-by- holiday basis;
2. Annual leave, accrued compensatory time, leave without pay, or time off award;
3. Reschedule hours within the same pay period to recapture hours otherwise lost: or
4. A combination of the above.

### **Section 12. Daylight Savings**

a. If the employee's tour of duty coincides with daylight savings time and requires working an additional hour, the employee will be paid for the actual hours worked.

b. If the hours worked are less than normal because of daylight savings time, the employee will be on leave or work the additional hour.

### **Section 13. Obtaining and Securing Government Property**

Reasonable time will be allowed at the beginning of the tour of duty, before meals and breaks, and at the end of their tour to prepare or secure government property and equipment used to perform an employee's duty.

### **Section 14. Split Shifts**

Split shifts are discouraged by both parties, and will only be used in situations where mission requirements dictate the use of such a schedule or when employees request and management determines such requests may be granted.

### **Section 15. Types of Schedules**

a. Full-time employees will be given a fixed schedule. Fixed schedules may consist of different weekly tours of duty but do not vary from pay period to pay period, and may be rotating or non-rotating.

b. Fixed schedules for part-time employees will remain the same at each Commissary, or be established, only where operational needs permit.

c. It is understood that work schedules are subject to change depending on the operational needs of the Employer and/or availability of employees. Such needs as rotating receivers and accommodating light duty needs may affect scheduling. Such cases will not be subject to the provisions of Section 16. The Employer will attempt to keep work schedule changes to a minimum, consistent with operational needs. Personal needs exceptions will be considered on an equitable basis.

### **Section 16. Alternative Work Schedule (AWS)**

Any AWS implementation or modification will be done consistent with the requirements of the Federal Employees Flexible and Compressed Work Schedules Act.

## **Section 17. Equitable Distribution of Tours of Duty**

a. All stores, by department, and an employee's title, series and grade, when an established Tour of Duty (see **Section 1, Definitions**; see **Section 15, Type of Schedules**) opening arises, SCD-leave will prevail if more than one qualified employee bids/applies on that Tour of Duty. No full-time employee may bid on a part time tour of duty or vice versa nor may bids be made on unequal part-time tours of duty(i.e., 32 hours/week will only bid on those hours, 24 hours/week will on bid on those hours, etc.). If no individual bids on a needed tour of duty, then inverse seniority will be applied. No employee will be required to bid/apply on a Tour of Duty opening.

b. Notification of Tour of Duty openings will be provided to employees and the LOCAL UNION.

## **ARTICLE 12** **SAFETY & HEALTH**

### **Section 1. General**

a. Whenever injury is referenced in this article, it means injury or illness. The **EMPLOYER** will provide and maintain safe working conditions and industrial health protection for employees, e.g. ergonomic technology. The **UNION** will encourage all employees to work in a safe manner and report all known health or safety hazards. The **EMPLOYER** will promptly investigate and initiate corrective action on all reported health or safety hazards. No employee shall work or be required to work on or around or operate equipment where it would be unsafe or detrimental to health without proper precautions, protective equipment and safety devices. When an employee, during the course of performance of official duties, believes he or she is exposed to health or safety hazard that presents an imminent danger which may cause death or serious physical harm, said employee shall cease the assigned task in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation of the situation and, after discussion with appropriate safety personnel, make a decision as to whether work may proceed. The parties recognize that in instances where employees feel that an imminent risk of death or serious bodily harm could occur, an employee may decline his or her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures consistent with OSHA's regulations.

b. The **PARTIES**: Agree to work closely on all safety matters; will be alert for unsafe practices, equipment, working conditions and environmental conditions in all work areas; and will report all observed unsafe or unhealthy conditions to the appropriate supervisor and/or Safety Officer. The **EMPLOYER** will investigate all safety hazard reports and if necessary, obtain guidance from a safety officer.

### **Section 2. On the Job Injuries**

a. The **PARTIES** agree that all employees report all accidents and injuries immediately, as required by existing regulation/directive. The **EMPLOYER** will require all supervisors to comply with current regulations/directives and instructions concerning the reporting of accidents and injuries. As required by existing regulations/directives, employees will report all on-the-job injuries, regardless of their severity as soon as possible after becoming aware of the injury. The injury should be reported to their immediate supervisor, but if their immediate supervisor is not available, the injury will be reported to any manager/supervisor.

b. The Employer will direct employees to the ECOMP system and help the employee obtain paper forms if ECOMP is not available. The **EMPLOYER** will advise and assist the employee in filing with

ECOMP.

c. In the event of an injury on the job, the **EMPLOYER** will obtain, and as appropriate, provide emergency medical treatment and transportation. The **EMPLOYER** agrees to notify the **UNION** of any reported "Lost Time" accidents or occupational illnesses that involve bargaining unit employees. This will be done within 24 hours of when the **EMPLOYER** became aware that Lost Time was involved. Consistent with the Privacy Act, such notification will include name of bargaining unit employee, circumstances, nature of injury sustained by the employees.

d. The employer shall issue a modified light duty assignment within 2 days of the employees return. The employee shall perform the duties, but has a chance to take the document to their physician for review as it does not have to be signed for 10 calendar days. The modified work assignment is based on the restrictions from the physician. If the employee feels they cannot perform the duty then they have the option to use sick/leave or annual leave until they receive written verification from the physician indicating whether they can or cannot perform the duties. If the physician has determined they cannot perform the duties, then the agency must go back and either remodify the assignment, or if they can't, if the employee is in their continuation of pay period, the employee shall be paid continuation of pay (COP) (no charge to leave). If they are outside of the COP period, then the employee has the option to use sick leave, annual leave, or LWOP and file a claim for compensation. If the physician states that the claimant can do the work then they must use leave.

### **Section 3. Light Duty**

a. Employees unable to perform their assigned tasks due to injury or illness on or off the job may request light duty. Employees must furnish a statement from a medical authority providing information related to their limitations and the length of time limitations are expected to last.

b. The **EMPLOYER** agrees to consider assigning the injured employee to light duty when such need is substantiated by an acceptable medical certificate and such work is available within five (5) calendar days of the request.

c. Employees working light duty may be required to work a schedule other than their normal schedule in order to perform the light duty available.

d. If light duty is not available and if COP is not available, employees can submit a completed DeCAF 50-63 requesting type of leave. The employee may request FMLA.

### **Section 4. Personal Protective Equipment/Clothing**

a. The **EMPLOYER** shall furnish sufficient quantities of protective equipment/clothing for employees engaged in work that requires such equipment/clothing as prescribed by DeCA and federal directives. The nature of the duties, not the frequency, dictates the requirement for the equipment/clothing. WG employees in the Meat Departments will be given butcher white pants in stores that employees desire to wear these. Cleaning, repair and replacement of such issued equipment/clothing will be provided by the **EMPLOYER** as needed. The employees will be trained on the proper use and care of all safety equipment. Training will be properly documented and put in employees' files.

b. At the Union and/or employee's request, an inspection of shared PPE may be conducted for hygienic, cleanliness, repair or replacement reasons. If the inspection identifies problems with the equipment, management will address the issues consistent with Article 13. Payment for personal use type PPE can be negotiated upon request.

### **Section 5. Safety Council**

The **PARTIES** agree that the **UNION** is entitled to one representative and one alternate representative on the Safety Council. **UNION** representatives will have the full rights and privileges of other members. The union will be notified when there is a safety/security meeting prior to the meeting.

#### **Section 6. Assistance in Lifting Heavy Items**

No employee will be required to lift or move any object when there is reasonable possibility that an injury would occur. Employees will receive training on proper lifting techniques.

#### **Section 7. Adverse Weather Conditions**

- a. Installation weather plans are unique to each location and the local Installation Commander determines installation closure.
- b. All employees will be notified of what procedures will be in each store for inclement weather.
- c. The **EMPLOYER** will notify the commissary **UNION** Representative of the announced impending installation closure at the time of notification from the installation commander. Liberal leave policy will be in effect during adverse weather conditions.
- d. Proactive dialogue between the Installation Commander, **UNION** and Commissary management should be established to develop procedures for adverse weather conditions.

### **ARTICLE 13** **UNIFORMS, TOOLS, AND EQUIPMENT**

The **EMPLOYER** agrees to provide, clean and replace all special tools, clothing and equipment which the **EMPLOYER** requires bargaining unit employees to use in performing their assigned duties.

The Agency will provide smocks and cobbler aprons. Employees are permitted to wear shirts with the DeCA logo at their own expense. All of the above require name tags.

### **ARTICLE 14** **SECURITY**

#### **Section 1. Employee Lockers**

- a. The **EMPLOYER**, will furnish each store and warehouse employees a locker. These lockers will be full size, where practicable as determined by the **EMPLOYER**. The contents of the locker are not to be thought of as private or free from inspection.
- b. Employees may provide a lock for their own locker.
- c. **EMPLOYER** will inspect the employees' lockers as needed to ensure compliance with directives for security, sanitation, health, safety, and property accountability. When possible, the employee will be allowed to observe the inspection. The employee may choose to bring a union representative to witness the inspection if one is available. If the employee is not available, and there is a compelling need to open the locker, the inspecting manager must have a witness.
- d. Other than spot checks/inspections for emergencies, security, sanitation, health, safety and property accountability, the union representative and the employees will be given two weeks'

notice when possible of the requirement to remove items from their lockers.

### **Section 2. Spot Checks**

a. In accordance with internal security policy, the **EMPLOYER** has the right to make unannounced random spot checks of employee hand-carried items. The notice of unannounced spot-checks will be posted on employee bulletin boards.

b. The **UNION** will have the opportunity to observe such spot checks, but no advance notice will be provided. The Employer will make reasonable efforts to release a union representative but the absence of the **UNION** does not negate **EMPLOYER'S** right to proceed with the spot check. In such cases, the Union will be notified after the spot check has been conducted.

c. On request, the **UNION** will be provided a copy of the Memorandum of Record authorizing a particular spot check, after it has been conducted. Procedures for spot checks must be related to an internal security purpose.

### **Section 3. Closed Circuit Television (CCTV)**

A notice will be posted in stores where overt surveillance is in use. Where overt closed circuit television (CCTV) is not in use, the local will be notified prior to the installation and will be provided the opportunity to bargain consistent with law. Upon request, the union will be provided relevant parts of the CCTV tape relied upon to support the proposed disciplinary/adverse action.

### **Section 4. Surreptitious Recording**

Surreptitious, covert or secret use of recording equipment by one person to tape, or otherwise record the words or conversation of another person, is prohibited in all workplaces within the Defense Commissary Agency. However, it does not prohibit the recording of conversations when the fact of the recording is made known to all parties involved and consent is granted, or the recording is made in the ordinary course of an established appellate or other official administrative process.

### **Section 5. Cell Phones and Other Electronic Devices**

Blue-tooth, headsets and/or headphones, Apple watches, smart watches or other watches, or those with cellular/recording/texting capability, IPODS/MP3 players/other gaming systems, portable radios, recorded music playback devices, cellular telephones, phone chargers and USB ports and/or cables may **ONLY** be used in break areas while employees are on authorized break. All aforementioned items, may **NOT** be used or brought into cash cage or funds storage room at any time. All personal electronic devices are to be kept out of sight of customers (except watches which may **ONLY** be used as a timekeeping device) should be on vibrate or silent, and the aforementioned may **ONLY** be used during authorized breaks and lunches.

## **ARTICLE 15** **EMPLOYEE PARKING**

**Section 1.** Employee parking areas will be provided by the employer and located as close to the assigned work area as feasible, considering security, safety and customer convenience.

**Section 2.** Handicapped employee parking will be properly marked and as close to the employee's assigned work as possible.

**Section 3.** Employee parking areas will be properly illuminated.

**ARTICLE 16**  
**INMATE LABOR**

Inmate labor will be used in accordance with Title 18, U.S. Code. Where inmate labor is used, all employees will be oriented to the inmate labor program and the do's and don'ts that apply to bargaining unit employees will be posted. Working with inmates will only be done by properly trained employees on a volunteer basis. If insufficient volunteers are available the work will be distributed on a fair and equitable basis.

**ARTICLE 17**  
**CUSTODIAL DUTIES**

Employees are individually responsible for the cleaning and/or sanitation of their immediate work area as required. Custodial duties, if required and not in the Position Description, will be rotated fairly and equitably.

**ARTICLE 18**  
**SMOKING**

**Section 1.** Outdoor smoking areas that offer reasonable protection from the elements (weather) will be provided for employees. Areas where smoking is permitted will be properly identified.

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

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

**ARTICLE 19**  
**EMPLOYEE TRAINING**

**Section 1.** The **PARTIES** agree that it is mutually beneficial to have a well-trained workforce. The employees may inform their supervisor of any training needs they feel relates to their work assignments. The **EMPLOYER**, in identifying training needs, shall take such information in consideration. In order to encourage employee career development and improve job skills the agency will make available training/education information. To enhance DeCA's ability to survive and grow and the employee's development, training will be fair and equitable and designed to meet future needs. The **EMPLOYER** will identify its training needs and will select employees for training based on its relevance to the employee's current job. Training will be provided on new technology as required and/or needed.

**Section 2.** An Individual Development Plan (IDP) will be developed jointly by the employee and the **EMPLOYER** for each employee within the first 12 months of this agreement or subsequent employment and reviewed annually. The primary emphasis of the plans will be: first, to address skills needed by employees in their current positions; second, to prepare them for new career opportunities which may come available as a result of organizational restructuring or re-engineering of the positions of the Agency; and, third, to address skills needed for advancement beyond their current grade levels. Each plan shall establish a series of milestones and shall state the responsibilities of each **PARTY** to realize such milestones. The IDP will be maintained in the Supervisory Work Folder (SWF).

**Section 3.** The availability of training opportunities will be communicated to employees and the **UNION** in a timely manner. The **PARTIES** agree that employee self-development should be

encouraged, therefore, information regarding training opportunities such as correspondence courses, and training/education opportunities through the installation education center. Schedule accommodation may be used to encourage self-development where possible.

**Section 4.** All employees will be selected for training based on employee/organization need, employee requests and relevance to current position will be considered and management will make the final selection. The decisions regarding selection or non-selection for training will be communicated to employees and the **UNION** in a timely manner.

**Section 5.** Employee training will be documented by entry in both signed Supervisory Work Folder (SWF) and Official Personnel Folder (OPF) by means of DD 1556s, training certificates, diplomas, transcripts, signed memoranda outlining on-the-job training (OJT) and supplemental experience forms; e.g. job application continuation form. The employee is responsible for providing documentation of training to the supervisor for inclusion in the SWF. Employee is encouraged to keep a copy of all training documentation and periodically review for accuracy. It is the employee's responsibility to ensure their record of training is current and accurate.

**Section 6.** Training from an external source will carry equal weight as training from peer trainers.

**Section 7.** Agency directed training will be funded by the Agency. Other training costs will be shared by the agency and the employee, if approved by the proper approving authority.

**Section 8.** New employees will receive orientation not later than two weeks after reporting to duty.

**ARTICLE 20**  
**EMPLOYEE TRAVEL**

Insofar as practicable, TDY travel will be scheduled within the employee's regularly scheduled tour of duty.

Travel will be paid in accordance with the Joint Travel Regulations.

**ARTICLE 21**  
**EMPLOYEE - SUPERVISOR COMMUNICATION**

**Section 1.** Each employee will be advised of their appropriate chain of command and subsequent changes within their store.

**Section 2.** It is highly recommended that both management and employees follow the chain of command.

**Section 3.** Consistent with official need to know, employee-supervisor confidentiality will be maintained.

**ARTICLE 22 ANNUAL LEAVE**

**Section 1. General Provisions**

Employees accrue and have a right to use accrued annual leave in accordance with applicable laws and regulations and this agreement. The determination as to the time and amount of leave granted at any specific time is made by the supervisor, considering such factors as workload, staffing, and training requirements, and employee's desires as determining factors. The minimum charge for annual leave is 15 minutes with additional charges in multiples thereof. It is the employee's responsibility to request annual leave in advance from the supervisor. When an employee is required to submit a DeCAF 50-63 (formerly SF71), Request for Leave or Approved Absence, in advance, it will be returned expeditiously, normally within 48 hours, to the employee, indicating the supervisor's approval/disapproval and the reason(s) for disapproval. Supervisors will expeditiously inform employees of their approval/disapproval of advance requests for annual leave. The **EMPLOYER** will provide each employee the opportunity to use all accrued annual leave in order to avoid forfeiture. Prior to October each year, all use or lose leave will be requested and scheduled for use by end of the leave year. The supervisor will not cancel or modify previously approved leave except for unforeseen circumstances. The reason(s) will be explained to the employee. Employees may request annual leave for any duration, for any time and in any pattern they desire. No arbitrary or capricious restraints will be established to restrict when leave may be requested.

**Section 2. Annual Leave Plan**

Employees will submit their annual leave plan on DeCA Form 30-14, by 1 February of each year to identify employees' annual leave desires and to resolve conflicts among employees' annual leave plans. The plan will be reviewed and a decision regarding the planner will be returned to the employee by 1 March. It is understood that the annual leave plan does not constitute final approval of annual leave, but supervisors will make reasonable efforts to accommodate employees' vacation decisions consistent with workload and staffing needs. Therefore, it is the employee's responsibility to submit the proper leave request form and ensure that leave is approved prior to taking the requested leave. Seniority based on SCD-Leave will be used when a conflict occurs. Annual leave planner provisions in effect will stay in effect unless change through local negotiations. Once an employee has made the selection, he/she shall not be permitted to change the selection if such action infringes upon the choice of another employee.

### **Section 3. Unplanned Leave**

Unplanned leave requests will be submitted as soon as the need for leave is known. The supervisor will respond within two (2) working days from the date of the request, or as much notice that was provided to the supervisor, allowing time for the supervisor to make a decision. Unplanned leave will be on a first come, first served basis.

### **Section 4. Emergency Annual Leave**

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

### **Section 5. Forfeited Leave**

Forfeited leave, due to no fault of the employee, will be restored in accordance with appropriate regulations.

### **Section 6. Leave Transfer Program**

Annual leave may be donated to specify employees in accordance with the Agency annual leave transfer program.

### **Section 7. Advanced Annual Leave**

Requests for advanced annual leave will be submitted in writing to the supervisor. Final approval authority will be made at the appropriate level. When the decision is made, the supervisor will notify the employee within two (2) workdays. Advance leave may be granted up to the number of hours the employee will accrue within the remaining leave year. **EMPLOYER** will consider request for advanced annual leave fairly and objectively on a case-by-case basis.

### **Section 8. Annual Leave for Internal UNION Functions**

Management may approve annual leave when **UNION** officials need leave for internal **UNION** functions.

## **ARTICLE 23** **FAMILY AND MEDICAL LEAVE (FMLA)**

Requests for leave under this Article must specify the leave requested is FMLA and will be in writing, in advance when possible. Use of the DeCAF 50-63 (formerly SF71) is an acceptable method of written request.

### **Section 1. Family and Medical Leave Act of 1993**

a. Pursuant to the Family and Medical Leave Act (FMLA) and its implementing regulations, an eligible employee who has completed at least 12 months of service as an employee

shall be entitled to a total of 12 administrative workweeks of leave without pay (LWOP) during any 12-month period for one or more of the following reasons:

1. The birth of a son or daughter of the employee and the care of such son or daughter.
2. The placement of a son or daughter with the employee for adoption or foster care.
3. The care of a spouse, son, daughter, or parent of the employee who has a serious health condition.
4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

b. If leave taken under this Act is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment, the employee shall provide notice to the **EMPLOYER** of his or her intention to take leave not less than 30 days before the date the leave is to begin. If the date of the circumstances requires leave to begin within 30 days, the employee shall provide such notice as is practicable.

c. An employee can substitute accrued annual or sick leave, consistent with current laws and regulation, for any part or all of the 12 week unpaid leave entitlement in Section a, above. Employees are entitled to a total of 12 weeks of sick leave each leave year for all family care purposes (Federal Employees Family Friendly Leave Act (FEFFLA) and FMLA). Therefore, sick leave that can be substituted is reduced by any sick leave taken in a leave calendar year for family medical care under FEFFLA.

d. If the need for leave taken under this Act is foreseeable based on planned medical treatment, the employee shall consult with the **EMPLOYER** and make a reasonable effort to schedule medical treatment so as not to unduly disrupt the **EMPLOYER'S** operations, subject to the approval of the health care provider.

e. An employee may be required to provide acceptable medical documentation as provided by the law. In the case of FMLA leave under section 1a (3) above, this documentation is DOL Form WH 380-F, Certification of Health Care Provider for Family Member's Serious Health Condition. In the case of FMLA leave under section 1a (4) above, this documentation is DOL Form WH 380-E, Certification of Health Care Provider for Employee's Serious Health Condition, or the equivalent

f. An employee who takes FMLA leave is entitled to continue their health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon their return to work.

g. An employee who takes FMLA is entitled to be returned to the same or equivalent position, with equivalent benefits, pay status, and other terms and conditions of employment.

## **Section 2. Care for Service Member-Update 1**

Eligible employees may use 26 administrative workweeks of LWOP under FMLA in a 12-month period to care for a covered service member with a serious injury or illness, during any 12-month period. Service member must be spouse, son, daughter, parent or next of kin. The illness or injury must have incurred while in line of duty on active duty. Any previously used FMLA will be deducted. An employee may be required to provide acceptable documentation as provided by the law. In the case of FMLA leave taken under this section, this documentation is DOL Form WH-380-F, Certification of Health Care Provider for Family Member's Serious Health Condition.

## **Section 3. Care for Service Member-Update 2**

An eligible employee may use 12 administrative workweeks of LWOP under FMLA in a 12-month period for a qualifying exigency arising out of the fact that their spouse, son, daughter, or parent is a covered military member on covered active duty (or notified of an impending call or order) in the Armed Forces under 10 U.S.C. §101. Qualifying exigencies include: Addressing issues associated with short-notice deployment, attending military events and related activities, arranging and attending school activities, making financial and legal arrangements, attending counseling, spending time with a service member on rest and recuperation, attending post-deployment activities, or addressing other events that arise out of the military member's covered active duty that qualify as exigencies. An employee may be required to provide acceptable documentation as provided by the law. In the case of FMLA leave taken under this section, this documentation is DOL Form WH-384, Certification of Qualifying Exigency for Military Family Leave.

## **ARTICLE 24** **SICK LEAVE**

**Section 1.** Employees will earn sick leave in accordance with applicable statutes and regulations. Sick leave will be charged in one-quarter (1/4) hour increments. The **EMPLOYER** and the **UNION** recognize the importance of sick leave and the obligation of the employee, as well as the advantage to the employee to utilize it only when incapacitated for duty by sickness, injury, or other valid reasons. The **PARTIES** agree to jointly encourage employees to conserve such leave so that it will be available to the employees in the event of an extended illness.

**Note:** Sections 2-10 of this Article refer to the usual situations for sick leave use. Section 2 also refers to sick leave for adoption purposes. Section 11 refers to the use of sick leave under the Federal Employees Family Friendly provisions.

**Section 2.** Sick leave will be administered in accordance with 5 CFR, Part 630 and this Article.

a. The **EMPLOYER** may grant sick leave to an employee when the employee: (1) receives medical, dental, or optical examination or treatment; (2) is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth; (3) provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, childbirth, or who receives medical, dental, or optical examination or treatment; (4) makes funeral arrangements necessitated by the death of a family member or attends the funeral of a family member; (5) would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; (6) must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed; or (7) provides care for a family member with a serious health condition.

b. When sick leave is requested for medical, dental or optical examination or treatment it will normally be granted. The employee will request the sick leave in writing (DeCAF 50-63 [formerly SF71]) at least one week in advance if the employee has that much notice of the examination or treatment. The **EMPLOYER** will provide a prompt written response on the same form.

### **Section 3. Sick Leave Notification**

a. Employees have the responsibility to assure that the supervisor is notified of their need for unplanned sick leave. The employee will make the notification personally, unless the degree of injury or illness prevents it.

b. Notification will be provided prior to the start of the tour of duty. In cases where the degree of injury or illness prevents it, notification will be made as soon as possible. Such employee's notification does not in itself constitute approval of sick leave.

c. The **EMPLOYER** will provide a method to receive the notification, which will include the name and telephone number of appropriate officials to whom to report. When reporting, the employee shall furnish the reason for the absence and the estimated duration. The employee will notify the immediate supervisor. If the immediate supervisor is not available, an on-duty supervisor will be notified. If no supervisor is on duty, the employee will notify another on-duty employee in the same department, if possible.

**Section 4.** Employees will be required to furnish acceptable evidence (medical certificate - 5 CFR, Part 630) to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays. The information must be provided on your physician's or medical practitioner's office stationery (i.e. prescription pad, letterhead, official form), signed and dated. If the employee did not consult a medical practitioner, he/she may provide a signed self-certification statement, except for an employee under the sick leave abuse requirement. The **EMPLOYER** reserves the right to accept or reject the employee's statement of self-certification for reasonable cause. Low sick leave balance in and of itself is not reasonable cause. The **EMPLOYER** will keep information confidential and in a manner consistent with the Privacy Act (5 USC 552 and 5 CFR Part 297).

**Section 5.** Employees will normally not be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave for three (3) consecutive workdays or less. In accordance with 5 C.F.R., Part 630, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave for an absence of any duration when deemed necessary.

#### **Section 6. Sick Leave Abuse**

a. Where the **EMPLOYER** has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual patterns or circumstances), the **EMPLOYER** will inquire further into the matter and ask the employee to explain.

b. Failure to provide an acceptable explanation may result in the employee receiving verbal or written notice requiring them to furnish acceptable medical documentation for the initial and each subsequent absence, due to illness or incapacitation for duty, regardless of duration. Verbal notification will be confirmed in writing and provided to the employee. Any such notice will describe the patterns or circumstances that led to its issuance. The notice will state that, for a period not to exceed six (6) months, no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by a medical certificate.

**Section 7.** Employees who are not subject to the restrictions of sick leave abuse will not be required to furnish a medical certificate on a continuing basis if the employee suffers from a chronic condition that does not necessarily require medical treatment although absence from work may be necessary and the employee has previously furnished medical certification of the chronic condition. The **EMPLOYER** may periodically require further medical certification to substantiate an employee's continued use of this provision. However, the **EMPLOYER** will not ordinarily require the employee to provide further certification for the period covered by medical certification already on file with the **EMPLOYER**.

**Section 8.** As an appropriate arrangement for employees under 5 USC 7106(b)(3), an employee may request up to 240 hours advanced sick leave. Advanced sick leave approval will be at the appropriate level.

An employee who is under a sick leave abuse requirement, may or may not be granted advance sick leave. For other employees, advanced sick leave will be given when all of the following conditions are met:

- a. The employee is eligible to earn sick leave.
- b. There is no reason to believe the employee will not return to work after having used the leave.
- c. The employee has provided acceptable medical documentation of the need for advanced sick leave.
- d. There is reason to believe that the employee will accrue enough sick leave to pay the advance back.

**Section 9.** The **EMPLOYER** will treat, as confidential, any medical information given by an employee in support of a request for sick leave. The **EMPLOYER** may disclose such information subject to its Privacy Act obligations to for work related reasons on a need-to-know basis only.

**Section 10.** When absence for sick leave purposes has been approved, the payroll system default charge of Leave Without Pay (LWOP) will apply if there is not enough paid leave.

**Section 11.**

- a. A covered full-time employee may use 40 hours of sick leave each year to care for a family member's general health or bereavement.
- b. Full-time employees are entitled to use up to 12 administrative workweeks (480) hours of sick leave each year to care for a family member's serious medical condition.
- c. Full-time employees are entitled to a total of 12 weeks (480 hours) of sick leave each year for all family care purposes as described in a. and b. above.
- d. Part-time employees may also use sick leave for these purposes. The amount of sick leave permitted under the Act is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.
- e. Family member is defined as:
  - Spouses, and parents thereof;
  - Children, including adopted children and spouses thereof;
  - Parents;
  - Brothers and sisters, and spouses thereof; and
  - Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- f. Documentation for sick leave under this section is:
  1. For serious medical condition: DOL Form WH 380 (which will be provided by the **EMPLOYER** upon request), or equivalent information.

2. For bereavement: a newspaper notice (obituary), funeral home documentation, or a death certificate.
3. For general health condition: a DeCAF 50-63 and additional documentation for an absence in excess of three consecutive workdays.

## ARTICLE 25 ADMINISTRATIVE LEAVE

**Section 1.** Administrative leave is approved absence from duty without loss of pay and without charge to leave.

**Section 2.** When the Agency decides that the work place will close due to inclement weather or other unexpected conditions, employees who are not required to remain on/report for duty or who are not already on approved leave will be granted administrative leave, as opposed to having to take their own annual leave.

**Section 3.** Other situations concerning administrative leave for groups of employees may be negotiated locally.

**Section 4.** Administrative leave may be granted to individual employees for good cause shown.

## ARTICLE 26 MISCELLANEOUS LEAVE

### **Section 1. Court Leave**

a. Court leave will be granted, pursuant to applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of any PARTY in connection with any judicial proceeding to which the United States, District of Columbia, or a state or local government is a PARTY; or, to perform jury duty in any court of law. When an employee is called as such a witness or juror, the employee will immediately notify the supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates the employee served as such a witness or juror. The **EMPLOYER** will provide written request for excusal for an employee whose services are required at the job site. If such excusal is not acceptable to the court, the **EMPLOYER** will grant court leave.

b. If an employee is excused from court service with sufficient time to enable that employee to return to duty for at least three (3) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the **EMPLOYER**. It is an employee's responsibility to request and receive approval prior to going on leave.

c. If an employee receives their regular pay from the government for a period on court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).

d. An evening or night shift employee who performs court services during the day may elect to be granted court leave for the employee's regularly scheduled night tour of duty. The employee will continue to be entitled to night differential in accordance with applicable law or regulation.

e. An employee will be released from work with pay for the days he/she was scheduled to work that coincide with court duty. At the employee's request, if the court duty continues into the following

week(s), the employee's workweek will be changed to coincide with court days. An employee's tour of duty will not be changed to avoid the granting of court leave.

## **Section 2. Blood or Blood Plasma Donation Leave**

Blood Donations. Employees are encouraged to serve as unpaid blood or plasma donors. If requested, employees may be excused from work without charge to leave for up to four (4) hours of excused absence, subject to operational requirements, for blood/plasma donations conducted on the installation, or, off of the installation in emergency situations or when the worksite is not located on an installation. This is not intended to mean that every employee is expected to need four hours. Within the four hour maximum, the time includes time necessary for blood donation, recuperation, and necessary travel. Normally requests for absence to donate blood will be made as far in advance as possible. The employee will provide verification of off-installation donation.

## **Section 3. Military Leave/Disabled Veteran Leave (DVL)**

a. Military leave will be administered in accordance with government-wide rules, regulations, and the statute.

b. Military veterans hired on or after November 5, 2016 and determined to be a veteran with a service-connected disability rating of 30% or more are eligible for DVL.

c. DVL is an one-time benefit of 104 hours (13 days) for full-time employees to be used during the first 12 months of employment. Part-time employee receive amount based on proportional rate similar to sick and annual leave.

d. Employees called up to perform military duty on or after November 5, 2016, become eligible for DVL upon return to civilian employment. However, the number of hours received will be offset by any sick leave balance. Employees are responsible providing documentation from the Veteran Benefits Administration, documenting the disability rating.

e. DVL must be requested in advance and must only be used for a purpose for which regular sick leave may be used; and used for "medical treatment" of a VBA-approved qualifying service connected disability.

## **Section 4. Voting Leave**

a. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee may be granted an amount of excused leave to vote or register which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time.

b. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances of the individual case, but not to exceed a full day.

## **Section 5. Leave for Assisting Civil Authorities**

Leave will be administered in accordance with 5 USC 6323(b) and government wide rules and regulations.

### **Section 6. Leave Without Pay**

Leave without pay will be administered in accordance with government wide rules and regulations as well as the statute.

The **EMPLOYER** recognizes that employees may be elected to **UNION** office or appointed to serve as a delegate to a **UNION** convention or other such function for internal **UNION** business that requires absence from the **EMPLOYER'S** premises. In this regard, the **EMPLOYER** will, subject to workload considerations, grant leave without pay for such employee(s) provided the request is submitted to the **EMPLOYER'S** primary point of contact, not less than 10 working days prior to the day the absence is to begin. Leaves of absence granted under this provision will be for a period concurrent with the term of office of the elected official and will be renewed, subject to workload considerations, by the **EMPLOYER** upon notification in writing from the elected official who has been reelected and wishes to continue in a leave of absence status. The **UNION** recognizes that the **EMPLOYER** may choose to fill the position on a non-permanent basis during the absence of the **UNION** official.

### **Section 7. Maternity/Paternity Leave**

Leave will be administered in accordance with FMLA and the statute.

### **Section 8. Bone Marrow or Organ Donation**

Pursuant to Public Law 103-329, Section 629(a), employees are entitled to seven (7) days of paid leave each calendar year (in addition to annual and sick leave) to serve as bone marrow donor, and 30 days for organ donation.

## **ARTICLE 27 EMPLOYEE RIGHTS**

**Section 1.** Pursuant to Title 5 Section 7102, United States Code, employees have the right, freely and without fear of penalty or reprisal, to form, join and assist the **UNION** or to refrain from such activity. The freedom of employees to assist the **UNION** shall extend to participation in the management of the **UNION** and acting for the **UNION** in the capacity of a **UNION** official.

**Section 2.** All personnel shall be treated with fairness, equity and dignity in all matters without favoritism or regard to political affiliation, race, color, religion, national origin, sex, marital status, age, mental or physical disability, parental status as defined in Executive Order 13152, sexual orientation, gender expression, pregnancy or any other non-meritorious basis covered by Federal law, rule or regulation. Employees' constitutional rights will be protected and employees will be treated with proper regard and protection of their privacy. Employees have the right to fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by management so long as such activities do not conflict with the government-wide ethics requirements as outlined in regulatory guidance or with job responsibilities; the standard of nexus shall apply.

### **Section 3.**

a. Employees may bring matters of personal concern to the attention of the **EMPLOYER**, **UNION** or other appropriate officials.

b. An employee has the right to timely assistance and action in resolving personnel issues. The

employee can submit a written request directly to the worksite Personnel Liaison. Such request will be handled confidentially and expeditiously.

**Section 4.** An employee has the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies, and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.

**Section 5.** The employee shall be given the opportunity to be represented at any examination by the **EMPLOYER** by a representative of the **UNION** in connection with an investigation if:

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

**Section 6.** Employees have the right to refuse orders that would require the employee to violate the law without fear of reprisal. When an employee refuses to follow an order on these grounds, the employee must notify the supervisor and identify the law that would be violated. If the supervisor or a higher-level official determines it is a lawful order, the employee should comply. If the employee still feels there has been a violation of the law, the employee may document the disagreement and refer the memorandum for record to the **UNION** and appropriate official. This does not prohibit the employee from filing a grievance under the negotiated grievance procedure after following the order.

**Section 7.** When an employee believes that a supervisor has given the employee an order that would violate a directive or regulation, the employee has the right to question the order without fear of reprisal. If the supervisor or a higher-level official determines that the order does not conflict with applicable directives or regulations, the employee is required to comply. If the employee still feels there has been a violation of the directive or regulation, the employee may document the disagreement, citing the applicable directive or regulation and refer the memorandum for record to the **UNION** and appropriate official. This does not prohibit the employee from filing a grievance under the negotiated grievance procedure after following the order.

**Section 8.** Subject to employees' own detriment, they will not be required to sign any document or papers unless performing officially assigned duties. Failure to sign will not be cause for disciplinary action. Failure to sign does not in itself negate the responsibility to comply with a document's content. Except for performing officially assigned duties, signing signifies acknowledgment of receipt, not necessarily agreement.

**Section 9.** Except in any grievance under this agreement, an attorney or any other representative of their own choosing may represent employees, providing there is no conflict of interest. In a grievance under this agreement, the employee may choose to be either self-represented or represented by a representative designated by the **UNION**.

#### **Section 10. Notice of Open Seasons**

Federal Employee Health Benefits: Notice of the annual open season for Health Benefits will be provided to the employees upon receipt from the servicing Civilian Personnel Office.

### **ARTICLE 28** **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The **EMPLOYER** and the **UNION** affirm their commitment to prohibit discrimination against any employee based on race, color, religion, age, sex, national origin, or mental or physical disability in all civilian personnel decisions. Sexual harassment violates acceptable standards of conduct required of all DeCA employees and no instance of sexual harassment will be tolerated. In accordance with the law and government wide rules and regulations, all EEO activity is protected and the EEO program will be administered in accordance with Title VII of the Civil Rights Act, the Age Discrimination Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay act, Pregnancy Non-Discrimination Act and Genetic Information Non-Discrimination Act (GINA) and all other laws and regulations related to discrimination.

**Section 2.** An employee has the right to pursue allegations of Equal Employment Opportunity (EEO) violations through the negotiated grievance procedure in Article 47 of this Agreement, or through the DeCA EEO program, but not both.

**Section 3.** The **EMPLOYER** will post information on employee bulletin boards concerning how to contact an EEO counselor. An employee who elects to pursue the EEO Statutory Procedure must consult an EEO counselor in order to try to informally resolve the matter. The employee must initiate contact with an EEO counselor within 45 calendar days of the matter that caused the employee to believe he/she was discriminated against or within 45 calendar days after the perception of discrimination. In the case of a personnel action, the contact must be made within 45 calendar days after the effective date of the action. Face-to-face counseling is the preferred method of counseling. Where unavailable, other appropriate means of counseling will be provided.

**Section 4:** The Defense Commissary Agency (DeCA) is committed to maintaining a workplace for all qualified employees and applicants that is based on merit and without regard to limitation not affecting the essential functions of the position. To this end, DeCA will provide reasonable accommodations to employees and applicants who are Qualified Individuals with Disabilities, as per the statute, unless the requested accommodation would impose an undue hardship.

**Section 5:** Should the Agency create a Diversity and EEO Advisory Committee, the **UNION** will be notified immediately and will be allowed to participate on this committee.

**Section 6.** The **UNION** will be provided copies of EEO reports MD7 and the EEOC Complaints report that are required by statute when requested.

**Section 7.** Should the **UNION** desire to meet with the Agency EEO Coordinator/designee, the **UNION** will submit a request in writing and the Agency will facilitate this meeting.

## **ARTICLE 29** **EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** **EMPLOYER** will provide an Employee Assistance Program (EAP) to employees. The EAP is a confidential, free counseling and referral service provided by licensed, masters-degreed professionals. The **EMPLOYER** and the **UNION** agree to work together to promote use of the EAP when needed. An employee who is interested in this program should contact their supervisor or a **UNION** representative.

**Section 2.** Employee participation in the program is voluntary. This program is available to all employees and is conducted in a confidential manner consistent with applicable laws, rules, regulations and this agreement. Information about an employee participating in an EAP may not be disclosed to the **EMPLOYER** without the employee's consent; however the employee's status/attendance in such a program may be provided to the **EMPLOYER**. Solely participating in the EAP's counseling or referral

services will not jeopardize the employee's job security and promotional opportunities.

**Section 3.** Employees shall be allowed Administrative Leave during the assessment and referral phase of the EAP. Absences during duty hours for rehabilitation or treatment must be requested and charged to the appropriate leave category in accordance with leave regulations.

### **ARTICLE 30** **EMPLOYEE RECORDS**

**Section 1.** There are four types of employee personnel records: (1) Official Personnel Folder, Supervisory Work Folder (SWF); (3) Time and Attendance; and (4) Adverse action file (if created and maintained).

**Section 2.** Employees may access their Official Personnel Record electronically at the Electronic Official Personnel Folder (EOPF) website. If an employee needs assistance, he/she may contact the Human Resources Office. Employees may request to look at their EOPF while in a duty status.

**Section 3.** SWFs are maintained at the worksite and will be provided for onsite review and/or copying in a timely manner to the employee upon request.

**Section 4.** Administration of employee records will be in accordance with governing laws and government wide regulations, including the Privacy Act. Social Security Numbers and DeCAF 50-63 that include medical information will not be available except to authorized personnel. Employees and their supervisor(s) are responsible for ensuring that information submitted is accurate and Time and Attendance records are signed.

**Section 5.** Consistent with government-wide regulations the employee has the right to provide information for inclusion in their records. Records will be accurate and complete. It is understood that there are limits on what can be maintained in the OPF and time constraints on records maintained by the servicing personnel office.

**Section 6.** The supervisor will advise the employee when any letters of appreciation or adverse information is placed in the SWF. The employee will be provided a copy of the SWF upon request.

**Section 7.** When the supervisor becomes aware of performance or conduct to be included in the SWF, it will be recorded in a reasonable period of time.

**Section 8.** Supervisory notes (memory joggers) are for the sole use of the supervisor. If they are communicated to any other PARTY, they must become a part of the system of records and administered in accordance with the Privacy Act and this Agreement.

**ARTICLE 31**  
**MERIT PROMOTION**

**Section 1.** Under the Merit Promotion Program bargaining unit employees are given full and fair consideration for advancement into bargaining unit positions and to ensure selection from among the best-qualified candidates. Rating plans will be valid and job related. The Merit Promotion Program shall be administered in accordance with applicable laws, rules and regulation.

**Section 2.**

a. The minimum area of consideration is where the EMPLOYER reasonably expects to get at least three (3) highly qualified candidates for a vacancy. Management will consider opening vacancy announcements for a period of 14 calendar days. Vacancy announcements will be open and posted on the official bulletin board for a minimum of seven (7) days. A copy of the announcement will be given to the UNION.

b. For open continuous announcements, a cover sheet will be open and posted for a minimum of seven (7) days. The cover sheet will indicate the cutoff date for applying, and, in the case of a part-time vacancy, the number of hours for that particular vacancy.

c. Employees will advise their supervisors in writing of specific job opportunities in which they are interested and arrange to be notified if such opportunities are advertised while they are absent, on leave, detail, TDY, or at a training course. The EMPLOYER will provide a copy of an announcement to an employee upon request. Information regarding the cancellation of vacancy announcements will be posted.

**Section 3.** Employees are responsible for submitting required application material prior to the closing date of the announcement and in compliance with the "how to apply" section of the announcement.

**Section 4.** If any applicant from amongst the best qualified is interviewed, all of the applicants from amongst the best qualified will be interviewed.

**Section 5.** Selections under the Merit Promotions Program will be posted on each work site's official bulletin board that is within the area of consideration of the bargaining unit.

**Section 6.** When an employee fails to receive proper consideration in a promotion action and the promotion decision is allowed to stand, the employee will be considered for the next appropriate vacancy for which qualified to make up for lost consideration. An appropriate vacancy is a position at the same grade level or promotion potential of the position for which consideration was lost. Promotions will be implemented that are directed by higher authorities to effect corrective action on an equal employment opportunity complaint, appeal, or grievance decision or to correct a violation of regulation or law. There is no time limit on the exercise of this consideration.

**Section 7.** Priority referral will be given to employees eligible for grade or pay retention who were downgraded through no fault of their own. They will be referred and considered prior to other merit promotion candidates.

**Section 8.** Where ties exist for the final position among the highly qualified candidates after evaluation and ranking factors, all tied candidates will be referred. Referral listings will be sent to the selecting official in alphabetical order.

**Section 9.** UNION may request the ranking plan under Section 7114(b) (4) of the Federal Service Labor-Management Relations Statute (FSLMRS).

**Section 10.** An employee not selected under Merit Promotion procedures may seek corrective action through the negotiated grievance procedure in Article 47 if a procedural violation or non-merit consideration is alleged.

**Section 11.** When an "accretion of duties" promotion is contemplated, DeCA Directive 50-26, Merit Staffing Plan, Appendix C, Documentation for Accretion of Duties Promotion, will be completed. The form will include the supervisor explanation of why the additional duty could not be logically assigned to any other employee.

## **ARTICLE 32** **TEMPORARY PROMOTIONS**

**Section 1.** Temporary promotions of more than 120 days will be done in accordance with Merit Promotion Procedures Article.

**Section 2.** Temporary promotions of 120 days or less are considered non-competitive, i.e. not processed through the merit promotion procedures.

**Section 3.** When the **EMPLOYER** determines that there is a need to fill a job through a temporary promotion of 120 days or less to a bargaining unit position, the following procedures will be used:

- a. An internal announcement will be posted for seven (7) calendar days on employee bulletin board(s) advising of the position to be filled, projected length of promotion and any possible extension, required qualifications, name of selecting supervisor, and closing date of announcement.
- b. Interested employees will submit an application (e.g. Standard Form-SF-171, SF-172, Optional Form-OF-612, or Resume) outlining their qualifications for the job to the selecting supervisor, by the close of business of the closing date of the announcement.
- c. Selecting supervisor will select from among the most qualified of the applicants.
- d. Selected employees must meet the qualifications and time in grade requirements for the position, as prescribed in the OPM Qualifications Standards Handbook or equivalent.
- e. To assure that the **EMPLOYER** has current information and to expedite the processing of the action, a copy of the selected employee's application will be forwarded to the appropriate Agency official.
- f. The temporary promotion will expire on the last day of the NTE date indicated on the SF-50 or when the **EMPLOYER** determines the work requirement for the temporary promotion no longer exists. In the latter case an SF-52 terminating the temporary promotion will be processed.
- g. The employee will be paid for the higher grade from the period starting with the effective date of the promotion as stated on the SF-50 through the expiration or termination date.
- h. An employee may not be promoted under these same procedures to a higher graded position for more than any 120 days during the preceding 12 months.

**Section 4.** At the end of a temporary promotion, all affected employees will be returned to the condition (position and work schedule) they would have been in if the temporary promotion had not occurred.

## **ARTICLE 33** **REASSIGNMENT**

**Section 1.** The definition of reassignment is permanent change of position without loss of grade or pay.

**Section 2.** Employees who have a qualified handicap, as defined in 29 CFR, will be provided reasonable accommodations. If such employee is later reassigned or detailed, appropriate accommodations must be provided in the new position.

**Section 3.** An employee who has been injured on the job, may be reassigned or detailed under OWCP procedures.

## ARTICLE 34 DETAILS

### **Section 1. Definition**

A detail is a temporary assignment of a Bargaining Unit Employee to another position or set of duties within the Bargaining Unit.

a. A detailed Employee:

1. Is not required to meet the qualification as prescribed in the OPM Qualifications Standards Handbook or equivalent and time-in-grade requirements for the position to which detailed;

2. Does not receive additional compensation if the detail is to a higher graded position and the employee is not temporarily promoted in accordance with Article 32 (Temporary Promotions); and

3. Continues to officially occupy the position from which the employee has been detailed.

b. In order to allow employees the maximum opportunity to demonstrate their ability to perform their assigned duties, and to identify as early as possible employees' need for assistance, coaching, and guidance, the Agency will seek to avoid detailing an employee during the first 90 calendar days after initial appointment.

### **Section 2. Documentation**

a. Details in excess of five (5) consecutive workdays (40 hours) shall be recorded in the Official Personnel Folder when the employee initiates a Standard Form 172, Amendment to Personal Qualifications Statement or its equivalent, and forwards it to the servicing Personnel Office through his/her supervisor for signature.

b. Details for more than 30 days will be documented on an SF-52, Request for Personnel Action

c. A formal job description will not be required to cover details of 30 days or less.

### **Section 3. Procedures**

a. Details will be made to meet the mission related needs of the Agency.

b. The **EMPLOYER** agrees that when an employee is detailed, the supervisor will discuss with the employee the reasons for the detail, the nature of the duties to be performed, and the anticipated length of the detail. This does not preclude the supervisor to whom the employee is detailed from assigning the employee other similar duties.

c. Details will be rotated in a fair and equitable manner. Rotations will be determined by the Service Computation Date located on employees SF-50 of the eligible employees.

#### **Section 4. Details to Higher Graded Positions**

Employees detailed to higher graded positions will be temporarily promoted, if otherwise eligible and qualified, on the first day of the pay period following the 30th day of the detail.

### **ARTICLE 35** **PERFORMANCE MANAGEMENT PROGRAM**

#### **Section 1. General**

a. The Union and the Employer recognize and endorse that performance management is a continuous, systematic process by which managers and supervisors integrate the planning, directing, and executing of organizational work with the civilian personnel performance appraisal, pay, awards, promotion, employee development, and other programs. The Employer organizes work, makes specific assignments, assigns duties and tasks, and establishes standards to follow when accomplishing the work.

b. The main emphasis of this program is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices. Informal performance discussions are a standard part of the performance management program and are encouraged throughout the appraisal cycle. Discussions may consist of verbal feedback sessions, regular one-on-one meetings, impromptu feedback/recognition, etc. Informal discussions may be initiated by the employer or employee.

c. This Article is to be used in conjunction with DoD Instruction 1400.25, Volume 431 and DeCA Human Resources Guidance (HR17-14) except as supplemented by this Article.

**Section 2. Training.** New supervisors and employees to DoD who have not received DPMAP training are responsible for completing available training on the performance management program within 30 days of assignment.

**Section 3. Performance Plan Development.** Individual employee work requirements and performance expectations will be documented in writing and communicated to the employee. The purpose of this discussion/communication is to ensure there is a clear and common understanding between the employee and the rating official of what is expected of the employee concerning his/her duties, responsibilities, and performance expectations.

a. Rating Official's Responsibilities.

1. Rating Official will provide work requirements and performance expectations to their employees usually within 30 calendar days of: (1) assignment, (2) new rating official, or (3) the commencement of a new appraisal period.
2. The rating official shall assure the employee is apprised of DoD Core Values and the organization's mission and goals. The rating official will initiate a dialogue with the employee to discuss the employee's duties and responsibilities in relation to the mission and organizational objectives (this includes the approved Performance Assistance Plan).
3. The rating official shall encourage employee participation/dialogue/feedback in establishing/revising performance plans with the goal of reaching a clear and common understanding of performance expectations.
4. While the rating official is responsible for considering the employee's input into the work

requirements and performance expectations, the rating official will ultimately develop and approve the performance elements and standards.

5. The rating official will document the work requirements and performance expectations in writing in accordance with DoD Instructions and HR Guidance (HR17-14).
6. The next level rating official, Higher Level Review (HLR) shall review the performance plan and sign the form in accordance HR Guidance (HR17-14).
7. If it is determined by the rating official that it is necessary to update the position description, based on work requirements and/or performance expectations (also known as "elements" and "standards"), then the rating official should contact Human Resources.

b. Employee Responsibilities.

1. Employees should provide input to the rating official concerning work requirements and performance expectations, recognizing the supervisor ultimately develops and approves the performance elements and standards.
2. Employees should carefully review performance expectations provided by the rating official and ask questions, seek clarification, and attempt to reach a clear and common understanding concerning performance expectations. Employees are expected and should keep all documentation provided to them regarding performance.

c. Performance Expectations. Performance elements describe the expectations related to the work to be performed. All performance elements must be critical and clearly aligned with organizational goals. A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is rated as "unacceptable."

1. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated.
2. Performance standards articulate how an employee is to accomplish the duties of their position, usually described in terms of quality, quantity, timeliness, and manner of performance.
3. Performance standards can identify specific goals/objectives, measurements, and/or timeframes.
4. Performance standards should be achievable, realistic, yet challenging and can be accomplished with the resources, personnel and time available.
5. Performance standards identify how well an employee must perform his/her job to achieve performance at the "fully successful" level.
6. Performance expectations should be fair and applied specifically to employee(s) so that individual job performance can be properly evaluated.
7. Changes in performance expectations are permitted and expected in order to adequately reflect the work and standards to be done. Employees must be on an approved performance plan for 90 days before they may be rated.

d. Developing and Delivering Performance Plan with Performance Expectations.

1. The rating official should solicit input/comments/feedback from the employee(s) and provide adequate time for the employee to respond (should not be less than three (3) working days).
  2. When the employee provides input to the rating official, the rating official and employee shall engage in meaningful dialogue for the purpose of reaching a clear and common understanding concerning performance expectations.
  3. The employee shall be considered to acknowledge the plan if the employee does not respond to the rating official's request for input/comments/feedback or after the initial performance discussion has taken place.
  4. Formal performance meetings will normally be held between the rating official and the employee.
- e. Documentation
1. The individual work requirements and performance expectations shall be documented in accordance with DoD Instructions and HR Guidance (HR17-14).
  2. The Rating Official will provide a paper copy of the form to those employees with intermittent or limited computer access.

**Section 4. Progress Reviews.** Formal feedback for performance will be documented in writing and communicated to the employee. The purpose of this discussion/communication is to ensure there is a clear and common understanding between the employee and the rating official of how the employee is performing in relation to the expected duties and responsibilities and will include feedback on the employee's performance in relation to the criteria. Performance discussions will be held in a private venue and will normally be between the rating official and the employee.

a. Employees will be, at a minimum, provided three (3) documented formal performance discussions per rating period. These required discussions will include the initial performance plan meeting, mid- point progress review, and the final performance appraisal discussion to communicate the rating of record... Employees serving a probationary period will receive two (2) progress reviews per HR Guidance.

b. Mandatory progress reviews will normally occur during the middle of the rating cycle. This does not preclude additional progress reviews.

c. Informal discussions are a standard part of supervision and should occur throughout the annual assessment period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. If the employee is requesting an informal performance discussion, it should be in writing or email. To the maximum extent possible, management will meet with the employee within seven (7) work days.

d. Discussions should be professional, candid, and forthright between the supervisor or rating official and employee aimed at improving the work process or product and developing the employee. The discussion will provide the opportunity to assess accomplishments and progress as well as identify and resolve any problems in the employee's or work team's work product.

e. Where indicated, the supervisor or rating official should provide additional guidance aimed at developing the employee, removing obstacles and improving the work product or outcome. Discussions

will provide the employee the opportunity to seek further guidance and understanding of his/her work performance and offer suggestions for improving processes.

**Section 5. Performance Appraisals.** Performance shall be evaluated annually and will be documented in writing in accordance with DoD Instructions and HR Guidance (HR17-14) and communicated to the employee. The purpose of this discussion/communication is to provide the rating official's assessment of job performance to the employee in relation to work requirements and performance expectations previously discussed with the employee. All performance plans and evaluations shall be maintained in accordance with the Code of Federal Regulations, currently set at a period of four (4) years.

a. Training. All bargaining unit employees will be trained in the DPMAP, prior to implementation. This training will include at a minimum such things as understanding how it works, what information is being kept, accessing information about oneself and entering information about oneself into the system.

b. Rating Officials will provide an assessment of performance in relation to work requirements and performance expectations to their employees at the end of the appraisal period.

c. Rating Officials will solicit input from employees for the annual assessment and will consider any input/comments/feedback provided by the employee. The employee will be provided adequate time to provide input to their rating official, -i.e. not less than three (3) working days. Employee self-assessments will be given serious consideration in developing the performance rating for that employee. If information provided by the employee is disputed or disregarded, the employee will be informed of reason(s) at the final evaluation discussion.

d. If an employee chooses not to provide a self-assessment, it will not disadvantage an employee relative to those who do provide such assessments.

e. Once the performance appraisal has been properly routed and all applicable signatures obtained, the rating official shall initiate a dialogue with the employee to discuss the employee's performance and provide the employee the appraisal. When a face to face meeting is not possible other forms of verbal communication will be considered.

- Performance narratives will be provided for each element to provide feedback on each element as a means of recognition all levels of accomplishments and contributions to mission.

## **Section 6. Unacceptable Performance**

a. At any time, during the rating cycle, that an employee's performance declines, supervisors will engage with the employee to reemphasize the standards and provide guidance on improvement. If the employee's performance continues to decline and becomes unacceptable, management will comply with 5 CFR, Chapter 432 in the execution, and implementation of a Performance Improvement Plan (PIP). PIPs shall adhere to the policy as stated in the DoDI 1400.25, Section 3.0 and HR Guidance (HR17-14).

b. The improvement plan will identify the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance. The PIP will state that unless performance in a critical element(s) improves and is sustained at an acceptable *level* for a minimum period of one year

from the date the employee was placed on the PIP, the employee may be reduced in grade, reassigned or removed from Federal service.

c. The improvement plan will afford the employee a reasonable opportunity of 45-90 days, depending on the position, to resolve the identified performance-related issues. During this period, any performance-related personnel action, e.g. Within Grade Increase (WIGI)/Career Ladder Promotion, will be delayed until such time as the employee meets the fully-successful level of performance or at the conclusion of the PIP period and a determination has been made that the employee is performing at the fully successful level.

d. The improvement plan will be tailored to the specific needs of the employee and the position, and may include formal training, on-the-job training, and designation of mentor by the supervisor in the supervisor's absence, and weekly counseling with the supervisor.

e. The improvement plan will state the supervisor or mentor will be available to guide, coach, and otherwise assist the employee in reaching "Fully Successful" performance. Employees may recommend additional assistance which they believe will assist them in reaching the fully successful level.

f. The purpose of the performance improvement period is to help the employee improve, rather than for the rater official to accumulate documentation as the basis for a future performance-related adverse action.

If following the performance improvement period, the rating official is unable to make an assessment that the employee is successfully performing his/her critical job duties and responsibilities, the rating official will inform the employee, in writing, that it is extending the PIP for a determined length of time

g. If the employee fails to satisfactorily complete the PIP, an employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to all rights listed in Title 5:

1. 30 days advance written notice of the proposed action, which identifies the specific basis or the proposed action.
2. A representative of their choice.
3. A reasonable time to respond orally, in writing, or both.
4. A decision citing the specific reasons. The decision will contain all statutory language according to Title 5 and all procedures in the MLA.

## **ARTICLE 36** **AWARDS**

**Section 1.** In accordance with the DeCA Incentive Awards Program, DeCA will:

a. Encourage DeCA personnel to improve Government operations and support and enhance DeCA and national goals; and

b. Recognize and reward personnel appropriately, promptly, and on the basis of superior performance, special acts or services, or other personal or group efforts that substantially exceed normal standards or expectations and result in improved federal government productivity and/or services.

c. Administer the Incentive Awards Program in accordance with the merit system principles of Title 5, United States Code. Any DeCA employee may nominate their co-workers for all types of awards, either as individuals or as a group. No person will be involved in the approval process of an award that would be considered a conflict of interest. Awards should be presented in a public manner at a ceremony commensurate with the level of the award. The **UNION** will be invited to awards ceremonies held for employees of the bargaining unit.

**Section 2. Types of Incentive Awards may include the following:**

- a. Monetary
  - Performance Award
  - Special Act or Service Award
  - Quality Step Increase
  - Time Off Award
  - On The Spot Award
  
- b. Non-monetary
  - Honorary e.g.; Certificate/Memorandum of Appreciation
  - Meritorious Medals
  - Length of Service, etc.

**Section 3. Suggestion Awards**

In accordance with the DeCA IDEAS Program, DeCA encourages all employees to participate in the IDEAS (Improve Defense Commissary Agency Efficiency and Service) Program. The **EMPLOYER** will endeavor to process all awards and cost reduction ideas in a timely and expeditious manner.

**ARTICLE 37**  
**POSITION DESCRIPTIONS and POSITION CLASSIFICATION**

**Section 1. Position Descriptions**

- a. The purpose of a position description is to describe officially, for pay and classification purposes, the relevant assigned skills and duties of the position.
  
- b. Position descriptions will be based upon the primary duties and responsibilities assigned in accordance with the work specification of the Position Classification Standard for title, series and grade level of each position. All identical positions within the same organizational unit will normally be covered by the same position description. Where management requires a deviation from such standard position descriptions, the position(s) will be classified according to the duties and responsibilities actually assigned and performed. Addenda, deletions, and amendments to position descriptions will be reviewed by a classifier, and impact thereof recorded on current job descriptions and/or new job descriptions, if applicable, or classification records maintained in the Civilian Personnel Office. Such changes in position descriptions will be discussed with employees and they will be furnished a copy of the changed position descriptions. An employee may request a copy of the position evaluation statement for their position from the classifier.
  
- c. Employees who believe that their position descriptions are inaccurately described may discuss this matter with their supervisors for clarification.

d. To the extent possible, the Agency will avoid assigning duties which are inappropriate to that employee's position and qualifications. Position descriptions do not describe all job assignments.

### **Section 2. Position Classification & Appeal**

a. It is agreed that an employee will be notified in writing when an appropriate determination has been made to downgrade or upgrade the employee's position as a result of classification action. The notification will include available appeal procedures. Grades of jobs will not be downgraded except through proper application of classification standards to officially approved job descriptions.

b. The **EMPLOYER** agrees to provide, upon request by the employee or his/her representative, copies of applicable classification standards.

c. If employees are dissatisfied with their position's pay plan, series, grade, or title, they may pursue a classification appeal through the appropriate appeal procedures. However, employees are encouraged to request a position review from their Supervisor first. The employee may request a representative of his/her choosing to represent him/her in the classification appeal.

**Section 3.** Upon request by an employee, they will be furnished a copy of their job description.

## **ARTICLE 38** **DISCIPLINARY AND ADVERSE ACTION**

### **Section 1. Purpose**

Disciplinary and adverse actions shall be for just cause, promote the efficiency of the service, and assure due process. Normally disciplinary and adverse actions will be progressive and constructive in nature and will not be for punitive reasons. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension, and removal. Any of these steps may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

### **Section 2. Definitions**

a. Disciplinary action, for the purposes of this Article, is defined as a suspension of an employee for 14 calendar days or less, or a letter of reprimand.

b. Adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade, or a reduction in pay.

c. Informal actions such as oral admonishments, letters of warning, etc., are not discipline but are intended to correct the conduct before more serious actions are deemed necessary. These actions/matters, however, are grievable.

### **Section 3. General**

a. Management, when possible, will notify employees as soon as they become aware of any infractions or policy violations that could result in discipline. When taking actions under this Article, mitigating and aggravating factors will be considered, as well as the DeCAD 50-4.

b. For other than informal actions or letters of reprimand, there will be a proposing and deciding

official. The deciding official will be at least one level higher than the proposing official. However, the proposing and deciding official may be the same person when that person is the head of the component e.g., Region Director, Commissary Officer.

c. Employee will be provided original and one (1) copy of proposals and decisions under this article.

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

e. Prior to the commencement of an investigatory examination, the employee will be informed of the purpose of the examination.

f. The employee and/or the exclusive representative may request and management will consider a delay in the implementation of a suspension and/or removal action prior to the effective date of the action when a grievance is submitted.

#### **Section 4. Procedures**

a. Written Reprimands:

Written reprimands shall be maintained as a temporary record on the left hand side of the employee's Official Personnel Folder (OPF) for a period not longer than one year. The supervisor or the employee may initiate a review of the written reprimand at any time to determine if there has been substantial improvement, e.g.; no recurrence of similar or related misconduct. If so, the letter will be removed from the employee's OPF and the supervisory work folder (SWF).

b. Disciplinary Actions

1. Employees against whom a suspension of fourteen (14) days or less is proposed are entitled to:

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

(b) A reasonable time, not less than 14 calendar days, to answer orally and/or in writing and to furnish affidavits or other evidence in support of the answer. Extensions to this time period will be granted for a demonstrated and valid reason if requested orally or in writing by an employee or designated representative. An employee and designated representative if any, will be authorized a reasonable amount of duty time to prepare an answer, if they are otherwise in a duty status;

(c) Be represented by the **UNION** or other representatives of their choice. Designations will be in writing signed by the employee. Once the designation has been made, all contacts and correspondence will be through the representative;

(d) A written decision which includes specific reasons and grievance rights within

fourteen (14) calendar days of the employee's response; or, if no response was made, from the end of the response period. Extensions to this time period will be granted for a demonstrated and valid reason if requested orally or in writing by the deciding official or designee.

c. Adverse Actions. Employees against whom an adverse action is proposed are entitled to:

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

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

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

4. A written decision which includes specific reasons and grievance rights within 21 calendar days of the employee's response; or, if no response was made, from the end of the response period. Extensions to this time period will be granted for a demonstrated and valid reason if requested orally or in writing by the deciding official or designee.

### **Section 5. Grievance and Appeals**

a. Disciplinary actions are grievable through the negotiated grievance procedure article.

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

### **ARTICLE 39** **ELECTRONIC FUNDS TRANSFER**

All employees will be paid by Electronic Fund Transfer (EFT) unless a waiver is granted. An employee is eligible for waiver under Department of Treasury regulations if the employee determines that payment by EFT will impose a hardship due to a physical or mental disability, or a geographic, language or literacy barrier, or would impose a financial hardship.

### **ARTICLE 40** **PAY ADMINISTRATION**

#### **Section 1. Environmental Differential Pay or Hazardous Duty Pay**

Wage Grade (WG) employees are entitled to environmental differential pay in accordance with 5 CFR 532.511. General Schedule (GS) employees are entitled to hazard pay differential in accordance with 5

CFR 550, Subpart I. Pay determination will be made on an individual basis. For example, WG employees exposed to cold hazard, as described in 5 CFR 532.511, will be provided protective equipment/clothing that practically eliminates the hazard. If such protective equipment/clothing is not provided, environmental differential pay will be paid.

**Section 2. Shift Differential Pay and Night Pay Differential**

a. WG Shift Differential Pay

<u>REGULAR HOURS</u>	<u>DESCRIPTION</u>	<u>DIFFERENTIAL</u>
Between 0800 and 1500	Shift 1	0%
Between 1500 and 2400	Shift 2	7-1/2%
Between 2300 and 0800	Shift 3	10%

Night shift differential is payable for the entire shift if the majority of the employee's regularly scheduled non-overtime work, to include meal periods, is between 1500 and 2400 on second shift, or between 2300 and 0800 on third shift. A majority of hours means a number of whole hours greater than one-half including meal periods. Working half of the shift (for example; four hours of an eight hour shift) does not qualify for shift differential.

b. General Schedule Night Pay Differential

Night work is defined as work performed by a GS employee between the hours of 1800 and 0600. The amount of night differential pay is 10% of the basic rate of pay. Night differential pay is paid to: an employee who is regularly scheduled to perform night work; an employee who is temporarily assigned night work.

**Section 3. Overtime Pay**

a. Overtime will be compensated in accordance with applicable provisions of Title 5 and the Fair Labor Standards Act. Overtime is defined as time worked by employees in excess of an eight (8) hour work day or in excess of 40 hours in any one administrative workweek.

b. Overtime pay will be recorded in 15-minute increments.

c. General Schedule overtime will be paid at one and one-half times of the individual's hourly rate of basic rate of pay. Wage Grade overtime will be paid at one and one half times of the individual's hourly rate of basic rate of pay. When an employee is called back to work outside of their regularly scheduled tour of duty, a minimum of two hours work will be recorded on the employee's Time and Attendance sheet.

Overtime pay for FLSA exempt employees is equal to one and one half times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the minimum applicable rate for a GS-10 (i.e., GS-10, step 1), including any locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:

1. 1 1/2 times the applicable minimum hourly rate of basic pay for GS – 10; or

2. The employee's hourly rate of basic pay.

d 1. FLSA-Exempt Employees may request, and the Agency may grant compensatory time off in lieu of premium pay for irregular or occasional overtime. The Agency may not require employees to accept compensatory time in lieu of premium pay, unless the employee's rate of basic pay exceeds the maximum applicable rate for a GS-10 (i.e., GS-10, step 1), including any locality-based comparability payment, or any applicable special rate of pay.

2. FLSA-Nonexempt Employees may request and the Agency may grant compensatory time off in lieu of premium pay for irregular or occasional overtime, however the Agency may not require such employees to accept compensatory time in lieu of premium pay. The choice is always up to the employee.

#### **Section 4. Sunday Premium Pay**

a. Any GS or WG employee is entitled to eight (8) hours Sunday Premium Pay if any part of the scheduled tour of non-overtime duty falls between midnight Saturday and midnight Sunday. Any employee who has a regularly scheduled tour of duty which includes a shift beginning on Saturday and ending Sunday, and a shift that begins on Sunday and ends on Monday, is entitled to Sunday Premium Pay for both days worked. Employees who are regularly scheduled to work on Sunday, but who do not work and take annual or sick leave instead, are not entitled to premium pay for the "scheduled" Sunday work hours. Employees are entitled to Sunday premium pay for each hour of Sunday work that is not overtime work (in excess of eight (8) hours) of each regularly scheduled tour that begins or ends on Sunday.

b. The Sunday Premium Pay rate is 25% of the employee's basic hourly rate.

#### **Section 5. Holiday Pay**

An employee who performs non-overtime work on a holiday is entitled to basic pay plus holiday pay equal to basic pay.

### **ARTICLE 41** **LABOR-MANAGEMENT COMMUNICATION**

#### **Section 1. General**

The parties agree that a cooperative, constructive working relationship best serves both parties in achieving common goals. The relationship between management and labor will include open and honest communication with a view toward recognizing and addressing the common interests of the parties while meeting the needs of their respective contingencies.

#### **Section 2. Senior Level Group**

DeCA and AFGE will have two-way information exchange at the senior levels on strategic issues and initiatives. This is to provide operational information and employee feedback. The senior level group will consist of the DeCA Director or his/her designee and AFGE 172 Council representatives. The senior level group will meet at least semi-annually. Scheduling of the meetings will be by mutual agreement.

### **Section 3. Partnership**

Local partnerships can be established or continued by mutual agreement. Joint training for both parties on communication and cooperation is encouraged. Such training should to the maximum extent possible draw upon no cost or low cost resources. This is a subject appropriate for an LSA.

## **ARTICLE 42** **CATEGORIES OF EMPLOYEES**

The appropriate use of term, intermittent, part-time, and full-time employees is a paramount concern of the **EMPLOYER** and the **UNION**. The **EMPLOYER** will provide the **UNION** upon request, the Unit Manning Document and other appropriate available data concerning the use of categories of employment. If surveys are conducted at the store level, regarding categories of employment, the **UNION** will be invited to participate.

## **ARTICLE 43** **WAGE SURVEYS**

**Section 1.** The Employer agrees to notify the Union promptly of any wage surveys, hearings, results of surveys, which will affect bargaining unit employees.

**Section 2.** If selected by AFGE to participate in a wage survey, one representative per bargaining unit local will be released on official time per each survey. The Union will also identify an alternate in case there are any issues concerning the original representative. The alternate will be allowed to attend the Wage Survey training.

## **ARTICLE 44** **REDUCTION IN FORCE/TRANSFER OF FUNCTION/REORGANIZATION**

The Agency will notify the Union when it plans to conduct a Reduction in Force, a Transfer of Function, Reorganization, and/or a furlough. The Agency and the Union will utilize the procedures set forth in Article 4, Bargaining.

## **ARTICLE 45** **COMPETITIVE SOURCING PROGRAM**

The Agency will notify the Union when it plans to engage in a competitive sourcing process. The Agency and the Union will utilize the procedures set forth in Article 4, Bargaining.

## **ARTICLE 46** **NEGOTIATED GRIEVANCE PROCEDURE**

**Section 1.** The **PARTIES** agree that this Article establishes the exclusive procedure available to unit employees and the **PARTIES** for the processing and settlement of grievances that fall within its scope, including questions of grievability and arbitrability. The **PARTIES** recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. Normally the expeditious settlement of grievances at the lowest possible level is in the best interest of the **PARTIES**.

**Section 2.** 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 the **UNION**, or the **EMPLOYER** concerning:

1. The effect or interpretation, or claim of breach of this Agreement; or

2. Any claimed violation, misinterpretation, or misapplication of law, rule or regulation affecting conditions of employment.

**Section 3.** The following matters are excluded from this grievance procedure:

a. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);

b. Retirement, life insurance or health insurance;

c. Any examination, certification, appointment, e.g., the separation of an employee during a probationary or trial period;

d. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security);

e. The classification of any position which does not result in the reduction in grade or pay of an employee;

f. Non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration is involved;

g. To extent required by law, the separation of an employee while serving under a temporary appointment;

h. Non-receipt or disapproval of a performance award or other kinds of discretionary awards, except for claims involving inequitable distribution of awards;

**Section 4.** Only the employee or a representative designated by the **UNION** may be the representative in a grievance under this procedure. Once a grievance is filed the **UNION** has the right to be present at all stages, and to be provided a copy of any decision issued. Any resolution of the grievance must comply with the terms and conditions of applicable collective bargaining agreement(s). If the **UNION** is the designated representative, the employee will so state in writing, and any changes to that designation also will be in writing. Communications under this procedure shall be to the official designated on the grievance form. If the **UNION** designated representative is changed, the **UNION** will notify management of said change, in advance, if possible.

**Section 5.** If two or more employees or the **UNION** have identical grievances with no individual variation, the **UNION** may select one grievance for processing and any decision on that grievance shall be binding to all of the other identical grievances. Each grievant and the **UNION** shall be provided a copy of the grievance decision.

**Section 6.** All **PARTIES** shall follow grievance time limits. In unusual circumstances, exceptions for good cause shown should be favorably considered. Time limits may be extended by mutual agreement. If time limits are not met by the grieving **PARTY**, then the grievance will be considered as withdrawn. If

the time limits are not met by the deciding PARTY, then the grievance may be submitted to the next step of the grievance procedures.

**Section 7.** The following procedure shall be used in cases of grievance(s) filed by an employee and the UNION in behalf of an employee:

a. Informal Step: The employee or their representative must contact the immediate supervisor within 21 calendar days after the matter giving rise to the grievance, or within 21 calendar days following the date the employee could have been reasonably expected to be aware of the matter giving rise to the grievance to informally discuss the grievance. The request for the meeting may be submitted in writing. If resolution is not reached during informal stage, then the grieving PARTY may move the grievance to the Step 1 within 10 calendar days of the date of the meeting or final decision.

b. STEP 1. The employee or their representative shall present the grievance on the Grievance Form contained at Appendix B to the immediate supervisor within 21 calendar days after the matter giving rise to the grievance, or within 21 calendar days following the date the employee could have been reasonably expected to be aware of the matter giving rise to the grievance. The grievance statement will include the basis for the grievance, the remedy requested and the identification of the employee's representative. The basis for the grievance should include such relevant information as provision of law, regulation or article and section of this Agreement allegedly violated, if applicable. A timely meeting will be held if requested in the Step 1 filing or by the Step 1 official. The supervisor will issue a written decision to the grievant within 10 calendar days of receipt of the grievance or if a meeting is requested, then 10 calendar days from the date the grievance meeting is held. If resolution is not reached during Step 1, the grieving PARTY may move the grievance to Step 2.

c. STEP 2. If the matter is still not resolved after receipt of the STEP 1 response, the grievance shall be presented in writing to the Store Director/Commissary Officer or his/her designee within 10 calendar days following receipt of the STEP 1 decision. The subject matter/substance of the grievance will remain unchanged throughout the negotiated grievance procedure. The grievant may include additional facts to support or clarify the original complaint. The Step 2 grievance will be filed using the agreed upon Grievance Form contained at Appendix B. A timely meeting will be held if requested in the Step 2 filing or by the Step 2 official. The Store Director/Commissary Officer or his/her designee will issue a written decision within 10 calendar days of receipt of the grievance or if a meeting is requested, then 10 calendar days from the date the grievance meeting is held. Such decision will be the final Agency decision for purposes of these procedures. In a grievance involving a disciplinary/adverse or performance-based action, if the Commissary Officer is involved or is the proposing official for the action, then the final step grievance official will be the Zone Manager level. If resolution is not reached during Step 2, either PARTY can request grievance mediation in accordance with the Grievance Mediation Article.

**Section 8.** In the event the immediate supervisor is directly involved with the grievance or the grievance involves matters outside of his/her authority, the supervisor will elevate the grievance to the next level in the chain of command who can render a decision on the grievance. If the next level in the chain of command is the Commissary Officer, the Commissary Officer will be the Step 1 official, whether or not the Commissary Officer is directly involved in the grievance.

**Section 9.** In order to foster effective and efficient operation and to foster cooperation, UNION and management agree that problems should be addressed through ongoing cooperation when possible. Grievances are the right of employees, EMPLOYER and the UNION, and when used should be taken seriously by all PARTIES with commitment to using them as a means of last resort to resolve problems. Cooperation is the preferred mode.

**Section 10.** When management files a grievance or the **UNION** files a grievance in its own name, the following procedure will be used. In other cases the grievance procedure as outlined in Section 7 will be used. If a grievance arises between the **PARTIES**, either the **UNION** President or Commissary Officer or their designees may file a written grievance with the other **PARTY** within 21 calendar days after the matter giving rise to the grievance or the day the **PARTY** could have reasonably been expected to be aware of the matter giving rise to the grievance. The grievance will state the basis for it, the provision of law, cite the regulation or article and section of this Agreement allegedly violated if known and applicable, the relevant facts, and the relief being sought. Within 10 calendar days after the grievance was filed the **PARTIES** will meet and attempt to resolve the grievance. If resolution is not reached during this meeting, either **PARTY** can request grievance mediation in the same manner outlined in the Grievance Mediation Article.

- If grievance mediation is invoked, the decision will be issued within 10 calendar days after final mediation contact, unless the grievance was concluded by written mediation settlement.
- If there is no mediation, a final written decision, including any position on grievability or arbitrability must be rendered by the respondent within 10 calendar days of the grievance meeting. If a timely decision is not issued as required above or the grieving **PARTY** is dissatisfied with the decision, the grieving **PARTY** may proceed to arbitration in accordance with the Arbitration Article. Time limits may be extended by mutual agreement.

**Section 11.** In the event the respondent should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be considered amended to include that issue. The respondent, making the allegation not later than the final written decision, shall raise non-grievability or non-arbitrability.

## **ARTICLE 47** **GRIEVANCE MEDIATION**

**Section 1.** The **PARTIES** agree that grievance mediation may be an effective method of resolving grievances efficiently and economically by using the services of an objective third **PARTY** to help the **PARTIES** gain mutually acceptable grievances resolutions. Grievance mediation is available after the second step of the grievances procedure if requested in accordance with the following.

**Section 2.** If either **PARTY** requests mediation, a grievance will move to mediation prior to arbitration so long as:

- a. Either **PARTY** requests mediation within 10 calendar days of receipt of the second step grievance decision;
- b. Grievance mediation is completed within 30 days of timely request, extensions of this time limit can be mutually agreed to (if no extension occurs, the time limit to move the grievance to arbitration resumes on the 31st day); or
- c. Grievance mediation will occur only in those areas where Federal Mediation and Conciliation Service (FMCS), or other mutually agreeable low cost/no cost mediators are available.

**Section 3.** The **PARTIES** agree to the following mediation procedures:

- a. The **PARTIES** will jointly select a mediator from the sources identified in 2c.

b. Should mediation be unsuccessful, Arbitration time limits will begin the day following the final mediation contact.

c. Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.

d. In accordance with the negotiated grievance procedure article, the grievant(s) will be represented by the representative(s) of their choice. Discussion will be open to all participants (grievant(s), management representative(s), **UNION** representative(s), mediator).

e. While the mediator shall have no authority to impose a resolution of the grievance, either or both **PARTIES** may request that the mediator suggest a resolution or offer a recommendation to the **PARTIES**. The mediator will have the authority to meet separately with either **PARTY**.

f. If a recommendation is adopted, it will be reduced to writing, signed and implemented, and the grievance will be considered concluded.

g. Grievances not resolved through mediation may proceed to Arbitration. Arbitration proceedings will be held as if grievance mediation had not occurred. Nothing said or done by the **PARTIES** or the mediator during the mediation session may be used or referred to during arbitration proceedings.

h. Any materials presented to the mediator shall be returned to the **PARTY** presenting the materials at the termination of the mediation conference.

i. Mediation conferences will be held at a location that is agreeable to the **PARTIES** and the mediator. By mutual consent of the **PARTIES**, mediation conferences may be conducted telephonically.

j. No cost mediation will be used when available. Regardless of which **PARTY** requests mediation, mediation will not occur if it would require either **PARTY** to incur costs against its wishes. If it is decided that mediation is cost prohibitive, time frames for Arbitration of the grievance procedure will start the following day.

**Section 4.** The **PARTIES** agree that grievance mediation is a supplement to, and not a substitute for the contractual grievance procedure.

**Section 5.** All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.

## **ARTICLE 48** **ARBITRATION**

**Section 1.** If the **EMPLOYER** and the **UNION** fail to settle any grievance properly processed under the Negotiated Grievance Procedure and either **PARTY** desires to further pursue the matter, the grievance, upon written request by either the **UNION** or the **EMPLOYER**, may be submitted to arbitration. Either the **EMPLOYER** or the **UNION** must submit a request for arbitration within 30 calendar days after issuance of the applicable **PARTY**'s final decision with respect to the grievance.

**Section 2.** The **PARTIES** are encouraged to attempt settlement at the time arbitration is invoked and throughout the process. The notice to invoke arbitration must be signed by the Commissary Officer/designee or the union president/designee, as appropriate.

**Section 3.** The process for selecting an arbitrator and proceeding to hearing shall be as follows:

a. Within seven (7) calendar days from the date of the written notice to invoke arbitration, the **PARTIES** will jointly request a list of seven arbitrators from the FMCS and will include the required fee. Whichever PARTY invokes Arbitration will pay for the list.

b. Within 14 calendar days following receipt of the list of arbitrators the **EMPLOYER** and the **UNION** will select an arbitrator. If the **PARTIES** cannot mutually agree upon one of the listed arbitrators then the **EMPLOYER** and the **UNION** will alternately strike one name from the list and will repeat this procedure until only one name remains. The remaining named person will be the duly assigned arbitrator. The party who will strike first will be the party invoking arbitration. Within five (5) calendar days after selection of the arbitrator, the **PARTIES** will notify the FMCS in writing of the **PARTIES'** selection. Upon contact by the arbitrator with the **PARTIES**, a conference will be held to discuss arrangements for the arbitration hearing.

c. The **PARTIES** may attempt to jointly stipulate the issue(s) to be arbitrated. If the **PARTIES** fail to agree on a joint submission of the issue for arbitration, each **PARTY** may prepare a separate submission and the arbitrator shall determine the issue(s) to be heard.

d. The **PARTIES** may mutually agree to extend the time limits set forth in the process.

e. The **PARTIES** will exchange witness lists no later than 15 calendar days prior to the date of Arbitration.

**Section 4.** Threshold issues such as compliance or non-compliance with the negotiated grievance and arbitration procedure are matters for decision by the arbitrator.

**Section 5.** The arbitration hearing, if held, shall be conducted during the regular day shifts Monday through Friday. The grievant and approved witnesses, who are otherwise on duty, shall be excused from duty to participate in the arbitration proceedings during the time they are required without loss of pay or charge to annual leave. If necessary, the grievant's tour of duty will be rescheduled to allow the grievant to attend the hearing. Witnesses' tours of duty will be rescheduled only for the time necessary to provide testimony at the hearing. Scheduling of witnesses will be done in consideration of the mission of the Commissary.

**Section 6.** The **PARTIES** will request the arbitrator render a decision as quickly as possible but not later than 30 calendar days from the conclusion of the hearing unless the **PARTIES** agree otherwise.

**Section 7.** The arbitrator shall not have authority to change, modify, alter or delete any terms of this agreement, or any supplements thereto. The arbitrator's decision shall be final and binding. Either **PARTY** may file an exception to the arbitrator's award with the Federal Labor Relations Authority in accordance with law and regulation.

**Section 8.** Arbitrator Fees and Expenses

a. The fees and expenses of the arbitrator shall be borne equally by the **EMPLOYER** and the **UNION**.

b. Transcription services cost shall be shared equally by **PARTIES**, where the **PARTIES** mutually agree to obtaining a transcript. Absent mutual agreement, either **PARTY** may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

**ARTICLE 49**  
**DRESS CODE**

a. Except as provided in this Article, an employee will be permitted to choose his/her dress and appearance, however dress and appearance must present a professional appearance.

b. Dress and appearance will be appropriate for the duties performed. Clothing, including head and footwear, with slogans, drawings, or language which could be construed as being lewd, obscene, profane, offensive, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct, will not be worn. Employees working on a sales floor or in a warehouse will not wear open-toed footwear, for example, sandals, flip-flops, and shower shoes. Clothing which may present a safety hazard will not be worn.

**Appendix A**

**Union Representation Time Sheet**

**Part 1.** To be completed by the representative and submitted to the supervisor.

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

**Purpose (Check Applicable)**

- Employee Complaint Concerning  
Employment (BK)

- Negotiations (BA)

- Grievance/Mediation/Arbitration  
(BK)

- FLRA (BD)

- Statutory Appeals (BK)

- Union Sponsored Training (BD)

- Labor-Management Relationship  
(BD)

- Other (specify):\_

Estimated duration of absence: \_

\_\_\_\_\_

**Part 2.**

Approved \_

OR

Disapproved \_

1. Explanation for Disapproval:

\_\_\_\_\_

\_\_\_\_\_

Alternate Time Approved By Management: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_

Time Out	Time In	Time Used
_____	_____	_____

---

(For Internal Union Use)

Did the representation activity entail other time besides official time?

\_ No

\_ Yes. If so, how much time was the union rep's personal time, including annual leave.

\_\_\_\_\_

**Appendix B**  
**Grievance Form**

Grievance Form - Step 1

Grievant(s) Name: \_  
(Please Print)

Date Filed: \_

Select one below:

I hereby authorize AFGE to represent me in this grievance; or

I desire to represent myself in this grievance.

AFGE's Representative's Name: Phone:

Address:

Basis of Grievance (please include known relevant information necessary to understand the grievance in order to issue a fair decision) (attach other pages as needed): The grievant is filing a grievance because:

Remedy sought (attach other pages as needed):

Does the Grievant request a meeting before a decision is made?

Yes  No

Signature of Grievant \_

=====

Receipt Acknowledged (Immediate Supervisor)\_

Date \_

=====

Date of Step 1 Grievance Decision: \_

Deciding Official's Signature: \_

---

Decision (attach other pages as needed):

(1) Copy for employee; (2) Signed Originals - One for UNION, one for EMPLOYER

Date received by Representative: \_

Signature of Representative: \_

