

# **AGREEMENT BETWEEN**

**AAFES HAWAII**

***ARMY AND AIR FORCE EXCHANGE SERVICE***

# **AND**

**LOCAL UNION 1186**

***INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS***

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# **PREAMBLE**

This Agreement is made by and between AAFES-Hawaii, hereinafter referred to as the "Employer," and Local Union 1186, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union." The words "he" or "his" when used in this Agreement represent men and women, unless otherwise stated.

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

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

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW, THEREFORE, the parties hereto agree within the meaning of the Civil Service Reform Act of 1978, hereinafter referred to as the "Act."

**ARTICLE 1**  
**EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in Section 2, and the Union recognizes the responsibilities of representing the interest of all such employees without discrimination and without regard to labor organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general conditions.

**Section 2.** The unit to which this Agreement applies is as follows:

a. Included. All regular full-time and regular part-time HPP civilians employed by AAFES-Hawaii.

b. Excluded. Temporary full-time, temporary part-time, and intermittent employees; managerial, supervisory and managerial trainee employees; employees engaged in personnel work other than in a purely clerical nature; professional employees; military personnel employed during off-duty hours; security/exchange detectives and watchmen.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1.**

a. In accordance with the Civil Service Reform Act, Public Law 95-454, nothing in this Agreement shall affect the authority of Management, subject to subsection b below, of this Article:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and

(2) In accordance with applicable laws

(a) 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;

(b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

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

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

(ii) Any other appropriate source; and

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

b. Nothing in this section shall preclude any agency and any labor organization from negotiating

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

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

### **ARTICLE 3 UNION RIGHTS**

**Section 1.** The Union, as representative of the employees in the unit, shall have the right and the responsibility to present its views to the Employer, either orally or in writing on any matter of concern which is appropriate for consultation according to ARTICLE 5 of this Agreement and, if either party so requests, the Employer and the Union agree to meet at reasonable times in an effort to resolve the matter which created the concern.

**Section 2.** The parties recognize that in certain cases the Employer may hold data which the Union, through its request, has established that the information is necessary and there is a particularized need for the information in order to represent bargaining unit employees. In such cases, upon request by the Union and to the extent not prohibited by law, the Employer shall furnish data which is normally maintained in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subjects within the scope of collective bargaining and representation of employees. Upon the Employer's request, the Union will articulate the following information, with specificity, at the time it makes its data request:

- a. The Union's particularized need for the requested information;
- b. How the Union will use the requested information; and
- c. How the use of the information relates to the Union's representational responsibilities.

Data requests that do not contain sufficient information for the request will be returned to the Union for clarification and further action. The Employer can require that a data request be submitted in writing.

**Section 3.** Upon request, the Employer will provide the Union a copy of AAFES personnel regulations, including implementing instructions and changes thereto, and a copy of bargaining unit job descriptions.

**Section 4.** As part of their orientation, all newly hired employees will be informed of the Union's exclusive recognition and that a collective bar-

gaining agreement exists with the Union. Upon request, the Chief Steward will be furnished a list of new hires in the unit.

**Section 5.** The Employer agrees to designate reasonable space on unofficial bulletin boards for the use of the Union.

**Section 6.** All costs incident to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing materials on its bulletin board areas and for maintaining such areas in an orderly condition.

**Section 7.** The Union agrees that its literature shall not violate law, this Agreement, the internal security of the Employer, or contain vulgar, obscene, libelous, false, misleading, or scurrilous information. A copy of the material to be posted will be provided to the Employer 24 hours prior to posting. The Union bears sole responsibility for the content of the Union literature distributed or posted.

**Section 8.** The Employer will recognize Union representatives not employed by AAFES. Union visits to meet with Management representatives must be by appointment and must be arranged and agreed upon prior to the meeting. Access to Unit employees requires proper coordination with the employee's supervisor in accordance with Article 6, Section 4, to gain the employee's release on official time.

## **ARTICLE 4 EMPLOYEE RIGHTS**

**Section 1.** It is agreed that employees in the unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist a labor organization or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority, in accordance with the Civil Service Reform Act of 1978.

**Section 2.** The Employer shall take such action consistent with law as may be required in order to assure that employees are apprised of the rights described in this section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in any labor organization.

**Section 3.** The Employer agrees that all provisions of this Agreement shall be applied fairly and equitably to all employees in the unit.

**Section 4.** The Employer agrees that employees of the unit shall have the right to communicate with their Union representative or personal representative during working hours at an appropriate location at the employee's duty station and after securing approval from his supervisor for official time.

**Section 5.** If the employee reasonably believes that disciplinary action may result from an investigatory interview by a Management representative, the employee has the right to request Union representation at any time during the interview. A notice of this right of representation will be posted annually on the employee bulletin boards. Obtaining the presence of a Union representative is the responsibility of the employee and will not unduly delay the proceedings.

**Section 6.** Employees have the right to review their official personnel file (OPF). Upon request and consistent with workload requirements, employees may be released by their supervisor for this purpose.

## **ARTICLE 5 CONSULTATIONS AND NEGOTIATIONS**

**Section 1.** Matters appropriate for consultation and negotiation between the parties are policies, practices and procedures affecting working conditions, to include pay practices which are within the discretion of the Employer. On the effective date of this Agreement, Memorandum of Agreements (MOAs), Memorandum or Understandings (MOUs), past practices and previously negotiated Agreements remain in effect unless they violate the Collective Bargaining Agreement. MOAs and MOUs



negotiated during the term will remain in effect for the term of the Collective Bargaining Agreement and will be effective upon execution.

**Section 2.** When a change to conditions of employment is initiated that affects the bargaining unit, notice of such change will be given by the Employer and bargaining will take place at the local level. A request to bargain will be made by the Union within 10 calendar days after receipt of the notice. Concurrence of the Union shall be presumed if a timely demand to bargain is not received, and the proposed change may be implemented. All Mid-Term Agreements will be reduced to writing and shall be enforceable under the negotiated grievance procedure.

**Section 3.** Either party desiring to consult with the other party shall give advance notice to the other party, stating the general nature of the matter to be discussed. Upon request by either party, such consultation shall take place at the earliest possible time. If either party is not available for immediate discussion the party or his representative will give the reason for not being available together with a date and time when he will be available.

**Section 4.** The Union subscribes to the general principle of prior consultation with the Principal Management Official (PMO), before escalating problems to Congress, the press, or other "outside" entities. The Parties, having recognized the stated goals of the Federal Labor Relations Authority (FLRA) to promote creative resolution of unfair labor practice (ULP) charges, agree that when a ULP charge is filed, the charging party will simultaneously provide an explanation of the charges which will be discussed by the Parties in good faith efforts at resolution. The charging party will notify the FLRA of such arrangements and request that the matter be held in abeyance until the Parties exhaust efforts under this Section. The Parties will strive to informally resolve the issues causing the charges.

**Section 5.** Governing Laws and Regulations - In the administration of matters covered by this Collective Bargaining Agreement, the Parties and employees will be governed by applicable federal laws; applicable government-wide regulations; and Employer policies, procedures, and

practices in existence at the time this Agreement is approved and which are not otherwise in conflict with this Agreement.

## **ARTICLE 6 UNION REPRESENTATION**

**Section 1.** The Employer agrees to recognize the Union representatives authorized by the Union to represent the employees covered by this agreement.

**Section 2.** The Union shall have the right to designate representatives as follows:

One (1) Chief Steward for each military installation, i.e., Fort Shafter, Hickam Air Force Base, and Schofield Barracks, and one (1) steward in each facility. Additional stewards may be designated by the Union if the number of employees in a facility exceeds twenty-five (25) employees. Alternate stewards may be designated by the Union who shall function in the absence of the designated steward. The Union will provide a list of stewards and their locations to the Employer, and the Union agrees to keep the list current. The Employer agrees to post the list on appropriate bulletin boards. Chief Steward representation areas normally cover the following:

a. Chief Steward Fort Shafter representation area covers: DeRussy (Hale Koa), Tripler, and Aliamanu.

b. Chief Steward Hickam AFB representation area covers: Hickam AFB and Bellows AFS.

c. Chief Steward Schofield Barracks representation area covers: Wheeler, Helemano and Waianae.

**Section 3.** Reasonable official time during work hours will be authorized without loss of pay or benefits, to permit the recognized Chief Stewards and stewards who are employees of the Employer to carry out their representational responsibilities to the employees in the unit. The Union agrees to guard against the abuse of official time.

**Section 4.** When one of the above mentioned representatives desires to leave his work area to transact appropriate Union representational responsibilities during his duty hours, he shall first obtain permission from his supervisor. Upon entering a work area other than his own, the Union representative will first advise the appropriate supervisor of his presence and the name of the employee to be contacted. Workload permitting, the supervisors involved will grant permission promptly in these instances. If official time is denied, the supervisor will inform the Union representative of the reason for the denial and when the Union representative can reasonably expect to be granted official time. The Union representative shall notify his supervisor when he returns to his work area. Union representatives not employed by AAFES must follow the procedures in this section to gain the release of unit employees.

**Section 5.** The Employer agrees that space in its facilities, where available, will be provided, which may be used by Union representatives, during work hours for discussions authorized by this Agreement.

**Section 6.** The Employer further agrees, in accordance with the Civil Service Reform Act of 1978, to provide the Union with the opportunity to be represented during formal discussions between the Employer and one or more employees concerning matters affecting grievances, personnel policies and practices, or other matters affecting the general working conditions of employees in the unit.

**Section 7.** Consistent with applicable laws and regulations, the Employer agrees that no Union official will be denied any right or privilege he is otherwise entitled to solely because of his service as a Union official.

**Section 8.** The Employer will grant a reasonable amount of official time per calendar year to employees who are representatives of the Union to attend Union sponsored training that is for representational purposes. The Union will be responsible for submitting a written request for this time at least 20 calendar days prior to the scheduled training, and providing the local PMO with the Union sponsored training agenda.

## **ARTICLE 7 HOURS OF WORK**

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

**Section 2.** The regular scheduled workweek consists of the specific days and hours during the administrative workweek that the employee is normally scheduled to work.

**Section 3.** Regular Full-time and Regular Part-time employment categories are in accordance with the guidance in EOP 15-10.

**Section 4.** Work Schedules.

a. The regular scheduled workweek will not include hours on more than 6 days in an administrative workweek. In keeping with the objectives of life style scheduling, the Employer will consider employee requests for a basic workweek that consist of five (5) consecutive workdays, with two consecutive days off, when staffing requirements will accommodate such a request. Management will make a reasonable effort to give employees two (2) consecutive days off, except when Management determines that AAFES would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

b. Operational requirements permitting and upon the request of employees to work additional unscheduled non-overtime hours within the range of their employment category (i.e., Regular Full-Time and Regular Part-Time), the supervisor may give preference, starting with the highest category of employment under their supervision, to the request based on the employee's seniority (date of hire), current performance level, and availability to work the increased hours. In such cases, operational requirements permitting, the supervisor will consider employees currently working and immediately available to accept the schedule change within the work group or department where the hours are being increased and must have the same job classification, grade/pay band, and minimum

qualifications for the position being designated for the increased hours. Schedule changes will be in accordance with Section 5 of this Article.

c. If two bargaining unit employees with the same supervisor, job title, category and grade/pay band desire to trade work schedules with each other, they will notify their supervisor in writing. If both employees possess a minimum of an above average current performance review rating, the request can be implemented as soon as operationally feasible upon approval of the supervisor.

d. Management will consider legitimate requests for scheduling reconsideration to address personal needs (such as childcare, education, medical requirements), that conflict with the employee's work schedule. Management will consider legitimate requests to have employees work the same schedule on a weekly basis with a limited duration, subject to operational requirements.

e. Normally, no employee will be required to work less than 3 hours in any one workday unless the duties to be performed are recurring in nature and a shorter period is acceptable to the employee. The Employer may solicit volunteers to accept shorter hours when necessary due to operational requirements.

**Section 5.** Notification of schedules - Changes in the regularly scheduled workweek will be posted on the bulletin board or otherwise brought to the attention of the employees at least 7 calendar days prior to the effective date of the new schedule except when the employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. With the exception of Crafts and Trades employees, in no instance shall an employee's schedule be changed solely to avoid the payment of overtime.

**Section 6.** Any determination to establish a new shift or to eliminate an existing shift, that impacts unit employees, is subject to Union notification and the Union may make a demand to bargain.

**Section 7.** Meal Break.

a. Employees who are scheduled to work more than six (6) hours per day shall be granted a non-paid meal period of at least thirty (30) minutes but not more than sixty (60) minutes. Normally, meal periods will be scheduled at or near the midpoint of the shift. Normally, an employee who is entitled to a meal break will not be required to work five (5) hours or more without a meal break. An employee whose schedule is six (6) hours or less, and whose shift is extended beyond six (6) hours will be provided a meal break.

b. As an exception to a above, upon determination by the Employer, employees may be scheduled to have their meal periods on the job. In such cases, the employees will be authorized a total of twenty (20) minutes during a designated period in which they may have their meal. Such meal periods are considered work time. Employees who receive a paid meal break are required to remain at their workstations and perform essential duties during their meal period.

### **Section 8. Rest Breaks.**

a. Employees working six (6) hours or less will normally be provided one fifteen (15) minute rest period during the workday, at or near the midpoint of their work shift.

b. Employees who work more than six (6) hours in the day will normally be authorized two fifteen (15) minute rest periods during the workday, at or near the midpoint of the first portion and at or near the midpoint of the second portion of their work schedule.

## **ARTICLE 8 OVERTIME**

**Section 1.** Overtime is approved scheduled work or scheduled duty performed by employees in the unit in excess of eight (8) hours a day or forty (40) hours within the administrative workweek.

**Section 2.** An employee in the unit shall be paid in accordance with applicable regulations at time and a half for all approved scheduled work in excess of eight (8) hours a day or forty (40) hours within the administrative workweek.

**Section 3.** The Employer agrees that overtime work will be distributed equitably, in a fair, just, and non-discriminatory manner, among all employees in the unit with the same job classification and having the qualifications to perform the work.

**Section 4.** The Employer agrees to maintain records of overtime worked by employees in the unit. A Union representative, Chief Steward or Steward may direct requests for access to such records to the Human Resources Manager, or his designated representative to aid in resolving alleged inequities in overtime distribution.

**Section 5.** Any employee who is scheduled to work overtime will be compensated at the applicable overtime rate.

**Section 6.** Compensatory time off will not be authorized in lieu of overtime pay except for religious observance purposes.

**Section 7.** Overtime work should be prescheduled and notice should be provided at least 7 calendar days in advance, except when the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. An employee will not be required to work overtime without at least one day's notice except in emergencies. Employees may be utilized to work overtime without any prior notice on a voluntary basis. If the Employer is unable to locate a qualified volunteer employee for an overtime assignment, employees may be drafted by work classification, work unit, and from among those employees qualified to perform the work, beginning with the employee with the least seniority that is determined by the employee's date of hire.

**Section 8.** An employee who is assigned to perform overtime work of two hours or more after having worked an eight (8) hour regular shift will normally be given a meal period as appropriate in accordance with applicable regulations. During an annual or other directed inventory, the

Employer agrees to make reasonable efforts to provide food items available for purchase by employees.

**Section 9.** The employer agrees to pay a minimum of two (2) hours "call back" overtime to employees who are required to return to their duty position for the purposes of emergency work.

## **ARTICLE 9 HOLIDAYS**

**Section 1.** The following are observed as legal holidays:

- a. New Year's Day
- b. Martin Luther King's Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day
- k. Any other day proclaimed by Federal Law or Executive Order.

**Section 2.** Any regular full-time or regular part-time employee whose basic workweek is Monday through Friday shall be excused on Monday when a holiday falls on Sunday and on Friday when a holiday falls on Saturday.



a. Any regular full-time or regular part-time employee whose basic workweek includes Sunday and who would ordinarily be excused from work on a holiday falling within his basic workweek shall be excused from work on the next workday of his basic workweek whenever a holiday falls on a day that has been administratively scheduled as his regular weekly non-workday in lieu of Sunday.

b. Any regular full-time or regular part-time employee whose basic workweek includes Saturday and who would ordinarily be excused from work on a holiday falling within his basic workweek shall be excused from work on the preceding workday of his basic workweek whenever a holiday falls on a day that has been administratively scheduled as his regular weekly non-workday in lieu of Saturday.

**Section 3.** All regular full-time employees whose first 35 hours of duty of their regularly scheduled workweek are performed within a period of not more than six (6) days of the administrative workweek will be authorized time off for holidays as follows:

a. If a holiday occurs on Sunday, the official with authority to administer personnel will designate in advance either Sunday or Monday as the employee's holiday, and the employee's basic 35-hour tour of duty shall be deemed to include not less than seven (7) hours on the day designated as the employee's holiday.

b. If a holiday occurs on Saturday, the official with authority to administer personnel will designate in advance either that Saturday or the preceding Friday as the employee's holiday, and the employee's basic 35-hour tour of duty shall be deemed to include not less than seven (7) hours on the day designated as the employee's holiday.

c. If a holiday occurs on any other day of the week, that day shall be the employee's holiday and the employee's basic 35-hour tour of duty shall be deemed to include not less than seven (7) hours on that day.

**Section 4.** All regular part-time employees whose regularly scheduled workweek covers less than five (5) days will be authorized time off for

holidays on the next scheduled workday following a holiday that falls on a day outside the employee's regularly scheduled workweek.

**Section 5.** All employees, except employees in a leave-without-pay status, who are authorized time off for a holiday will be paid at the regular rate of pay (plus shift differential, if applicable) for all hours normally scheduled.

**Section 6.** Any employee whose workday covers portions of two (2) calendar days and who would, except for this provision, ordinarily be excused from work for the hours of any calendar day on which a holiday falls will, instead, be excused from work for the entire workday which commences on any such calendar day. When a holiday is less than a full day, proportionate credit will be given.

**Section 7.** Employees may be required to work on holidays including substituted days even though they are authorized time off in accordance with the foregoing. Employees eligible for overtime pay who are required to work will be paid at their regular rate (plus shift differentials, if applicable) for the hours worked. This pay is in addition to any pay authorized by the preceding subparagraph and means double pay for the regularly scheduled hours worked.

**Section 8.** The Employer further agrees that, upon reasonable request, employees may be excused from working on a holiday if another qualified employee is available and willing to work. Such determinations will be made by the Employer.

## **ARTICLE 10 ANNUAL LEAVE**

**Section 1.** Employees shall earn annual leave in accordance with applicable AAFES regulations.

**Section 2.**

a. So far as possible, annual leave will be granted to employees for the periods requested; however, the operating requirements of AAFES will

have precedence. When two (2) or more employees of the same section or activity request leave for the identical period at the same time, the presence of one or more of these employees is essential to the efficient and continued operation of the section or activity, the employee who is senior in exchange service will be given preference for the period requested.

b. In order that all eligible employees receive fair and equal consideration in the granting of annual leave, charts of scheduled leave will be maintained. Employees will indicate their desire for leave on these charts. This will not preclude an employee from requesting leave on other dates or asking for leave on shorter notice; however, employees who specify desired periods on the leave charts will be given preference for the periods requested.

c. Each employee must apply for approval of leave. Applications will be submitted no later than thirty (30) days in advance of the requested period if firm dates are needed. When the employer must cancel previously approved leave and/or deny the specific period requested, the employee will be given a full explanation, in writing, on the leave request form. In such cases, the employee and supervisor will agree on a new schedule for the leave.

d. Requests for annual leave for periods in excess of two (2) weeks will be considered on an individual basis. Employees will provide supervisors as much advance notice as possible of leave requests indicating the reason(s) for such leave.

e. Requests for annual leave for personal or emergency reasons will be considered on an individual basis in accordance with applicable laws and AAFES regulations. When an advance request for annual leave for personal reasons has been denied, the employee will be notified in writing of the reasons for denial on the appropriate leave request form.

### **Section 3.**

a. Annual leave will be granted for those periods within the employee's regular scheduled workweek not to exceed forty (40) hours and will be compensated for at straight-time rates.

b. Annual leave will be granted in six-minute increments, i.e., tenths of an hour.

c. Employees will not be granted annual leave in excess of the amount accumulated. (However, in appropriate cases, they may be granted leave without pay.)

**Section 4.** Annual leave will accrue as follows:

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

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

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

**Section 5.** Annual leave accrued while on sick or annual leave is credited to the employee's account on a current pay period basis and is available for usage upon accrual.

**Section 6.** Where unforeseen emergencies arise requiring the use of annual leave, approval may not be presumed by the employee. The employee must attempt to contact his supervisor either personally or by phone as early as possible, but not later than one (1) hour after the beginning of his shift on each day of absence. Leave requested under such circumstances will normally be granted, provided the employee has sufficient leave accrual.

## **ARTICLE 11 LEAVE WITHOUT PAY**

**Section 1.** Employees will be granted leave without pay provided the provisions of the applicable regulations are met. Such leaves of absence without pay shall not exceed one year of each application.

**Section 2.** The Employer recognizes that employees in the unit may be elected or appointed as a delegate to a Union convention or other such functions, which necessitates an absence from work for periods not to exceed two (2) weeks. In this regard, the Employer will make every reasonable effort to authorize annual leave or leave without pay for such employees provided reasonable advance notice is given and the employee's services can be spared.

## **ARTICLE 12 SICK LEAVE**

**Section 1.** Employees shall earn sick leave in accordance with AAFES regulations.

**Section 2.** Sick leave may be granted to eligible employees who cannot perform their duties because of sickness or injury. An employee absent because of sickness or injury must notify his supervisor as early as possible to obtain approval of the use of sick leave, but not later than one (1) hour after the beginning of his shift on each day of absence, unless a subsequent day(s) of sick leave use have been approved in advance by the supervisor. When it is not possible to make a telephone call, notification may be made by a fellow employee or relative.

**Section 3.** Employees not covered by the AAFES Managed Disability Program shall not ordinarily be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave involves an absence of three (3) or more consecutive workdays, provided, however, the Employer may require medical certificates to substantiate periods of absence for less than three (3) days, upon specific approval of the supervisor in cases of suspected abuse. When a certificate cannot

reasonably be obtained, a certificate by the employee relating the facts of the illness may be accepted.

**Section 4.** Managed Disability Program:

When an employee is covered by the AAFES Managed Disability Program and the employee's absence due to illness or injury extends for 5 or more calendar days, the application for sick leave must be supported by a medical certificate from the attending physician to certify that the employee was unable to work due to sickness or injury and specifying the period of disability. In such cases the employee must report the absence in accordance with EOP 15-10 that covers the policy and procedures for the AAFES Managed Disability Program. When a medical certificate cannot reasonably be obtained, the employee may certify the facts of the illness. This certificate may be accepted at the discretion of the supervisor.

**Section 5.** Unearned sick leave may be advanced to an employee in cases of serious illness or disability upon his request provided the employee's accrued sick leave and annual leave have been exhausted; he has not established a pattern of sick leave abuse; and he furnishes reasonable evidence of returning to work on a permanent basis. Where it is known that an employee is to be retired or where it is anticipated that he is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation. The maximum number of hours that can be advanced will be calculated based on the employee's category and the regular number of hours the employee is scheduled to work weekly over a six-week period, as follows:

a. A regular full-time employee whose regular workweek consists of 40 hours will be advanced a maximum of 240 hours (40 hours x 6 weeks = 240 hours);

b. A regular part-time employee whose regular workweek consists of 34 hours will be advanced a maximum of 204 hours (34 hours x 6 weeks = 204 hours).

**Section 6.** Medical certificates for periods of sick leave less than three (3) days may be required by the supervisor. When the supervisor believes an

## **ARTICLE 12 (continued)**

employee has been abusing sick leave, an employee may be counseled concerning the alleged abuse. In addition, the supervisor may issue an employee a written notice which requires the employee to furnish a medical certificate for absence due to illness or injury of any duration. Misuse of sick leave is a proper basis for disciplinary action. The frequency of sick leave usage may be considered in connection with a personnel action.

**Section 7.** It is agreed that all cases requiring a medical certificate for each absence shall be reviewed by the supervisor, for the purpose of determining whether such requirement can be eliminated, and that such review shall take place at the end of six (6) months from the date of issue of official written notice requiring a medical certificate and each six (6) months thereafter if it has not previously been rescinded. Following each formal review, the employee will be notified whether the restriction is to be lifted or be continued on the basis of his sick leave record.

**Section 8.** Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of Section 3 or 4 of this Article, as applicable, and applicable regulations.

**Section 9.** Sickness occurring during a period of annual leave may be charged to sick leave, and the charge against annual leave reduced accordingly.

**Section 10.** Sick leave will be granted in six-minute increments, i.e., tenths of an hour.

### **SPECIAL LEAVE PROVISIONS:**

**Section 11.** Regular full-time and regular part-time employees may request solicitation of shared annual leave from co-workers when a medical emergency arises and all accrued annual and sick leave have been exhausted. Annual Leave Sharing shall be administered as follows:

a. An employee affected by a medical emergency who wants to apply for annual leave sharing must submit a written request to the Principal Management Official. If the employee is not able to make the request on his own behalf, a third party may submit the written application. The request will contain the employee's name, social security number, the number of hours anticipated necessary, and the reason for the request, to include a brief description of the medical emergency. Certification of the medical emergency may be required at the discretion of the Principal Management Official.

b. Upon approval of the request, the Human Resources Manager will solicit voluntary donations of annual leave from other regular full-time and regular part-time co-workers assigned to the employee's exchange. In so doing, personal or sensitive information will be protected as much as possible. If the employee's request is disapproved, the employee will be notified with the reason for denial and offered a second opportunity for reconsideration upon submission of additional information.

c. The program is strictly voluntary on the part of all employees. Requestors have no guarantee of receiving any shared annual leave. Employees cannot be required to donate any annual leave. Donors of leave shall specify the exact number of hours to be transferred. Transfers of leave are made on an hour-for-hour basis. The number of hours volunteered cannot exceed the donor's current annual leave balance as of the date of the donation. The donation of leave must be made in writing to the Principal Management Official. Once completed, leave transfers shall not be reversed and are excluded from consideration under the Grievance Procedure in Article 22.

d. In application and interpretation of this section, the term "medical emergency" shall be defined as a medical condition of the employee or the employee's family as defined in Article 13, Section 2g., that is likely to require a prolonged absence from duty, resulting in a substantial loss of income because of the unavailability of paid leave. Prolonged absence from duty means at least one pay period. Any serious illness of a family member that would require the employee to be out at least one pay period would qualify as a medical emergency. Any medical leave approved by Manage Care which would require the employee to be out at least one pay



## **ARTICLE 12 (continued)**

period would qualify as a medical emergency. Time off for elective surgery does not qualify as a medical emergency.

**Section 12.** Employees may be granted a maximum of twelve (12) workweeks of unpaid leave during any 12 month period for the following purposes:

- a. The birth of the employee's child and the care of such child.
- b. The placement of a child with the employee for legal adoption or foster care.
- c. The care of an employee's spouse, child, or parent, who has a serious health condition.
- d. For a serious health condition that makes the employee unable to perform the duties of his/her position.

**Section 13.** Employees may be granted a maximum of twelve (12) workweeks of sick leave during any 12 month period to care for a family member with a serious health condition.

- a. The definition of family member for sick leave purposes includes the following relatives of the employee:
  - (1) Spouse and parents thereof
  - (2) Children, including adopted children
  - (3) Parents
  - (4) Brothers and sisters
  - (5) Any other relative of the employee or spouse who has been living with the employee as a member of the household.

**Section 14.** A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a licensed health care provider. Included are such conditions as cancer, heart attack, stroke, severe injuries, Alzheimer's disease, pregnancy, and childbirth. Excluded are short-term conditions for which treatment and recovery are very brief, such as, but not limited to, the common cold, the flu, ear aches, upset stomach, headaches, routine dental or orthodontia problems. The Employer can require the employee to provide certification of a serious health condition that requires the assistance of the employee from the licensed health care provider.

**Section 15.** Operational requirements permitting, employees may be granted sick leave for family care and funerals arrangements.

a. With supportive documentation requiring that care be administered by the employee from a licensed health care provider or a written affidavit stating the employee is the only available person to make necessary arrangements for a funeral prior to the request for sick leave, this leave may be granted to:

(1) Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth, that requires the employee's assistance.

(2) Provide necessary care for a family member as a result of medical, dental, or optical examination or treatment, that requires the employee's assistance.

(3) Make funeral arrangements necessitated by the death of a family member. This provision will be applied when the employee substantiates that Article 13, Section 2g. does not provide adequate time to make necessary arrangements.

b. Full-time employees may be granted up to 40 hours of sick leave each year for family care or funeral arrangement purposes described in Section 15a. Up to an additional 64 hours, not to exceed a total of 104 hours, of sick leave may be used each year if the employee maintains a balance of at least 80 hours of sick leave in his account.

c. Part-time employees are also covered, and the amount of sick leave permitted for family care and funeral arrangements is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week. Example: If a part-time employee works a 30-hour workweek, he may be granted up to 30 hours of sick leave each year for the purposes described in Section 15a. Up to an additional 48 hours, not to exceed a total of 78 hours, of sick leave may be granted each year as long as the employee maintains a balance of at least 60 hours in his sick leave account.

**Section 16.** Sick leave used for family care or funeral arrangement purposes described in Section 15 will be deducted from the maximum of twelve (12) workweeks provided in Section 13. Under no circumstances will an employee be granted more than twelve (12) workweeks sick leave during any twelve (12) month period for the purposes described in this Article.

**Section 17.** Operational requirements permitting, employees may be granted up to 24 hours of unpaid leave each year by providing documentation in support of participation in the following activities:

a. To participate in school activities directly related to educational advancement of the employee's dependent child, to include parent-teacher conferences or meetings with child-care providers, interviewing new school or child-care facilities, or participating in volunteer activities supporting their child's educational advancement. Documentation may be required at the supervisor's discretion.

b. To accompany legally dependent (IRS definition) children to routine medical or dental appointments, such as annual checkups or vaccinations.

c. To accompany an elderly relative to routine medical or dental appointments or other professional services related to the care of the elderly relative.

## **ARTICLE 13 ADMINISTRATIVE LEAVE**

**Section 1.** Administrative leave will be approved for the reasons set forth in Section 2 below. Administrative leave is treated as time worked for all purposes except that the employee is excused from his regular assigned duties.

**Section 2.** If the workload permits, administrative leave will be granted to an employee in connection with:

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

b. Blood donations for which the employee is not paid.

c. For voting in governmental elections, federal, state, county and municipal elections, a reasonable amount of time to vote may be granted. As a general rule, where the polls are not open at least three (3) hours before or after an employee's regular hours of work, he may be granted an amount of leave which will permit him 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 off. Requests for leave will be made as far in advance as possible so that the supervisor may make appropriate plans to reschedule the employee's workload.

d. Serving on a jury or as a witness in the employee's official capacity as an AAFES employee, serving as a witness on behalf of AAFES or the United States in compliance with applicable regulations. Fees received for jury duty will be administered in accordance with existing policy set forth in EOP 15-10.

e. Separation or investigation when allowing the employee to continue working would be dangerous to life or property or otherwise inconsistent with the fulfillment of the AAFES mission. Administrative leave in connection with an investigation will not exceed fifteen 15 calendar days, after which the employee will be placed in an annual leave status until his

accrued annual leave is exhausted. If the investigation continues beyond fifteen 15 calendar days, the employee will be returned to duty status with pay pending further action. If the employee is exonerated, annual leave used will be reccredited to the employee's account.

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

g. In the event of a death in a bargaining unit employee's immediate family or household, a maximum of up to five (5) calendar days' administrative leave may be authorized. Those days that are regular scheduled workdays for the employee during the five-day absence period may be considered administrative leave days. For purposes of this section, the employee's immediate family is defined as: spouse, brothers and sisters of the employee or employee's spouse (including adopted or step siblings), parents or step parents of employee or spouse, grandparents, and grandchildren. Administrative leave may be authorized for the death of any other relative who has been residing with the employee as a member of the household.

h. Employees may be granted a maximum of up to four (4) hours' administrative leave to attend a deceased co-worker's funeral, workload permitting, if the funeral service is local and held during the employee's scheduled work hours and the employee worked directly with the deceased.

**Section 3.** On written request from the employee, the employee's leave approving official may grant administrative leave for reasons other than those indicated above.

## **ARTICLE 14 FOOD EMPLOYEE ALLOWANCES**

**Section 1.** Food service employees are authorized and will be provided a sufficient number of uniforms to perform the duties and responsibilities of the position. Uniforms of like color and style will be worn within the same facility. The standard AAFES food service uniform will be worn, except in franchise type facilities.

**Section 2.** All employees, working in and assigned to a 20, 65 or 88 series branch number, are authorized an employee meal allowance after working four (4) hours or more during a 24-hour period.

**Section 3.** The following meal allowance is established for food employees:

a. The purchase of food at the rate of 50% of the total regular sell price for authorized items.

b. Carbonated fountain beverages, tea, and coffee will be provided free in unlimited quantities during authorized break/meal periods.

c. Can beverages, fruit juice, and retail convenience items are not included in the food allowance program.

d. Retail convenience food items are defined as those items sold in a food activity which are sold in a retail store and are subject to retail markup.

**Section 4.** Cash register control procedures for the recording of food employee meal allowance purchases will be in accordance with appropriate AAFES directives.

## **ARTICLE 15 PROMOTION**

**Section 1.** An employee may be promoted based upon a transfer, reallocation or completion of training in accordance with applicable AAFES regulations. Employees are considered for promotion on the basis of performance, potential and length of AAFES service, pursuant to applicable AAFES regulations.

**Section 2.** Regular full-time, regular part-time and intermittent HPP non-entry level positions will be posted for at least five (5) calendar days on a Job Vacancy Announcement form. Postings may be generated electronically through electronic mail and transmitted to each branch/facility for posting on employee bulletin boards. Postings are not required to contain the minimum qualifications for the job; however, job descriptions will be made available to all interested employees, on request. The selecting supervisor may lower qualifications before the vacancy is announced or after a sufficient number of fully qualified candidates cannot be found. Employees interested in applying for vacancies will fill out an Application for Job Vacancy/Referral for Interview form and submit it directly to the Human Resources Office. The signature of a manager or supervisor is not required.

**Section 3.** The Employer recognizes that the theory of promoting employees from within the organization is in the interest of the Employer and employee. Upon receipt of the personnel recruitment request, the Human Resources Office will consider qualified candidates in the following categories before advertising the position vacancy on job vacancy bulletin boards:

- a. Craft and Trade (C/T) employees on grade retention applicable only to craft and trade position vacancies.
- b. Employees returning from approved leave without pay (LWOP) for active military duty.

c. RFT employees downgraded through no request or fault of their own will be considered for promotion to the same job title and grade from which they were downgraded.

d. Employees whose positions have been reallocated to higher grades than the ones they currently hold. The incumbent will be promoted to the higher grade if he or she meets the minimum qualification requirements of the position and the new or higher skill proficiency requirements.

e. Employees declared excess as a result of a management survey and/or reorganization.

f. Employees returning from approved LWOP due to prolonged illness or injury retain the right to immediate return to duty in their former position and grade when the period of absence (sick leave, annual leave, and LWOP), does not exceed 180 calendar days, or 90 calendar days LWOP, whichever is less.

**Section 4.** Employees serving in positions that are higher or equal in grade and/or pay rate than an announced position may request a lateral or voluntary downgrade transfer to the posted vacancy by submitting a written request to the Human Resources Manager. The employee must provide specific reasons for requesting an assignment change. Requests will be considered based on the performance and qualifications of the employee requesting transfer.

**Section 5.** An employee may apply for more than one announced position vacancy; however, when the employee is selected and accepts one of the announced vacancies, his name will be removed from all other referral rankings.

**Section 6.** Associates who are selected and transferred to a position through the position vacancy referral process or who are transferred to a position at their own request will remain in the position for a minimum of 90 days unless removed from the position by management action or voluntary resignation. The Human Resources Manager reserves the right to grant waivers upon receipt of proper justification.



**Section 7.** All employees who apply for a position vacancy and who meet the minimum qualification standards and eligibility requirements will be evaluated and ranked by the Human Resources Office in a uniform and impartial manner on the basis of ranking factors outlined in EOP 15-10.

**Section 8.** The top five (5) candidates who have been properly ranked and certified will be referred to the selecting official for appropriate selection action consistent with AAFES regulations. On request in accordance with Article 3, Section 2, the Union will be furnished a listing of all candidates who applied for a posted position vacancy.

**Section 9.** To determine the rate of pay that an associate will receive upon promotion, the provisions of EOP 15-10 will be followed for persons assigned in Crafts and Trades (CT) positions and persons administered under the Pay-for-Performance (PFP) Program.

**Section 10.** The provisions of this article may be suspended when filling vacancies under the following circumstances:

a. If a RIF is in progress and a retention register has been prepared, vacant positions will be filled from the RIF roster without posting.

b. Employees who have been downgraded through no request or fault of their own, and who are on grade or pay retention should be promoted to the position from which downgraded or positions of like grade from which downgraded if the employee meets the basic qualifications of the position vacancy.

c. The Human Resources Manager may place applicants with "targeted" disabilities or applicants who have been terminated due to a worker's compensation injury directly into positions for which they are qualified.

d. Lateral local transfers to a position with the same category.

## **ARTICLE 16 DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** When a determination is made that a position must be filled on a temporary basis, the supervisor must decide if the temporary assignment is to be a detail or a temporary promotion based on the following definitions:

a. Detail. Temporary assignment of an employee to a different position for a specific period without change in pay.

b. Temporary Promotion. Temporary assignment of an employee for more than 14 consecutive calendar days to a position which would result in a change in grade or pay level if the action were treated as a regular promotion.

**Section 2.** When temporary assignment is to a position of like grade or a grade which is lower than the employee's present grade, the employee may be detailed to temporarily perform the duties of the job for a maximum period of 60 calendar days without being transferred to the job. A request for an extension in excess of 60 calendar days must be submitted, with justification, to the Human Resources Manager. Extensions will not be granted, however, when other qualified employees are available for the detail assignment. Employees will not be detailed for more than 14 calendar days to a position for which a temporary promotion is authorized.

**Section 3.** A temporary promotion may be granted in connection with the temporary assignment to a position of a higher grade to meet temporary staffing requirements caused by absences, unfilled positions, special projects, and unusual workloads. Employees will not be temporarily promoted for training or as a trial period for evaluating the employee's performance in the job prior to permanent promotion.

**Section 4.** Temporary promotions will be authorized from the first day of the pay period coincident with or following the first day of the temporary assignment and will continue through the end of the first pay period

coincident with or following the prescribed period of temporary assignment or the 180th calendar day of the temporary assignment. The employee will be paid at the higher grade and step as if the employee had been promoted.

**Section 5.** Employees will be impartially selected for detail or temporary promotion, as appropriate, on the basis of availability and suitability for performing the duties of the position. Such selections will be made as an exception to competitive selection procedures.

**Section 6.** Upon completion of the temporary assignment, the employee will be returned to the position held immediately prior to being selected for the assignment, with pay adjusted accordingly.

**Section 7.** Temporary promotions and details of over fourteen (14) consecutive calendar days will be recorded in the employee's Official Personnel Folder (OPF).

## **ARTICLE 17 REDUCTION-IN-FORCE**

**Section 1.** Reduction-in-force as used herein is defined as the Employer's action to reduce the number of occupied positions within the bargaining unit requiring the use of reduction-in-force (RIF) procedures set forth in this Article. The Parties have fully negotiated the impact and implementation of any and all future reduction-in-force actions which may occur during the life of this Agreement. This Article contains all of the specific arrangements agreed to by the Parties.

**Section 2.** When it is determined that a reduction-in-force is necessary, the Employer will notify the Union 30 days in advance of the planned effective date. Prior to the issuance of official notices to the employees involved in a reduction-in-force action, the Employer will notify the Union of the anticipated spaces abolished, the approximate date when personnel actions will be initially effected and reasons for the reduction-in-force. The Employer agrees to consult with the Union on the RIF and shall fully consider any suggestions made by the Union. The Union will be afforded a reasonable opportunity to review and comment on the RIF Retention

Roster. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

**Section 3.** For the purpose of this Article the "RIF Element" is defined as all activities of the Employer, which are represented by the Union, within a 30 mile radius of the exchange facility where the positions affected by the reduction-in-force are located. Except as provided for below, employees affected by RIF will be placed by job series and grade in the appropriate competitive level on the basis of retention score. "Job Series" is defined as the first four digits of the assigned job code. Retention scores shall be computed on the basis of the total of the scores for performance, and length of DoD Non-appropriated Fund Instrumentality (NAFI) service as provided below:

a. The average of the last three (3) Performance Evaluation Report (PER) scores within the last four years prior to the PER cutoff date. If the employee has less than three (3), the average of the existing PER scores. Computations will include PERs for employees with a PER cutoff date of the last day of the month which is at least thirty (30) days prior to the effective date of the RIF.

b. One point for each full year of DoD NAFI service. Computations will include credit for length of service through the PER cutoff date.

c. When a tie exists after the retention scores have been computed, the tie will be broken by comparing actual years, months and days of creditable service of the employees affected. Such procedures will only be used when the tie involves two or more employees who, because of their RIF scores, would be identified for adverse action.

**Section 4.** In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to consider the following actions:

a. Initiate a hiring freeze on new employees, where appropriate.

- b. Curtail conversion of temporary employees to regular employees.
- c. Separate temporary, probationary, and intermittent employees who are in positions which may be filled by employees affected by the RIF.
- d. Honor requests for retirement from those employees who are eligible.
- e. From the date of notification until the effective date of the RIF, the Employer agrees to make every effort to place affected bargaining unit employees in vacant positions within the RIF element, or take other action which would minimize the adverse impact of the RIF. Employees may only be placed in vacant positions which the Employer intends to fill, and only in positions for which they are qualified.

### **ARTICLE 17 (continued)**

**Section 5.** Affected employees will be furnished the necessary official time, along with their Union Representative, to review their OPFs. In the event an employee does challenge the score and prevails, the RIF roster will be revised accordingly. In the event that the employee relies on any information which is not contained in his OPF, the burden of producing supporting documentation shall rest with the employee, after the Employer has made every reasonable effort at verification.

**Section 6.** The parties agree that the intent of this arrangement is to place qualified employees affected by the RIF in the most beneficial available position supported by their RIF retention score. Employees with the highest retention score will have preference in placement over employees with lower retention scores in the same grade level. By highest to lowest grade, when two or more grades are involved, qualified employees with the highest retention score will be placed as provided below:

- a. Continuance in the same position;
- b. Lateral local transfer to a vacant position with the same category (e.g., RFT or RPT);

- c. Lateral local transfer to a position held by a probationary employee with the same category;
- d. Lateral local transfer to a position held by an employee on the roster in the same category with a lower retention score;
- e. Downgrade local transfer to a vacant position with the same category;
- f. Downgrade local transfer to a position held by a probationary employee with the same category;
- g. Downgrade local transfer to a position held by an employee on the roster in the same category with a lower retention score;
- h. Lateral local transfer to a vacant position with a lower category;
- i. Lateral local transfer to a position held by a probationary employee with a lower category;
- j. Lateral local transfer to a position held by an employee on the roster in a lower category with a lower retention score;
- k. Downgrade local transfer to a vacant position with a lower category;
- l. Downgrade local transfer to a position held by a probationary employee with a lower category;
- m. Downgrade local transfer to a position held by an employee on the roster in a lower category with a lower retention score;
- n. Separation.

**Section 7.** Regular full-time (RFT) and regular part-time (RPT) employees shall be given thirty (30) calendar days advance notice of transfer, downgrade, or separation. The notice will include the action to be taken,

## **ARTICLE 17 (continued)**

the effective date, and (if applicable) salary retention information. The Employer will fully consider an affected employee's written response to his advance notice of RIF requesting consideration for another available position, providing he is qualified for the position and his RIF retention score would support his selection in accordance with the procedures set forth in this Article.

**Section 8.** The Employer further agrees that separated employees of the unit in a reduction in force will be offered positions at the same or lower grade from which separated for which they are qualified that develop within 6 months after the reduction in force, providing such employees maintain an application on file with the personnel office and respond to a letter sent to the address of record within seven (7) calendar days from date of such letter. A copy of such letters will be furnished the Union. If the employee does not respond, his name will be removed from the reemployment list. Employees will be reinstated/rehired to positions for which they qualify in order of RIF retention score, with the employee with the highest RIF retention score being reinstated/rehired first.

**Section 9.** The Parties agree to the following arrangements when 25 or more employees are separated pursuant to a RIF:

a. The Employer will conduct one seminar during working hours to allow all affected employees to get information regarding benefits available to them, including reinstatement eligibility, the AAFES Group Insurance Continuation Program, the Portability Act, severance pay, pay retention, unemployment compensation, EAP, and information on any other outplacement assistance available under the terms of this agreement. The Employer will contact the appropriate State Unemployment Office and request that a representative of that agency attend the seminars to brief affected employees on procedures to be followed in filing unemployment benefit claims, as well as any outplacement services available. A designated Union Representative will be invited to attend this seminar. The seminar will be conducted no later than one week prior to the effective date of the RIF.

b. A Job Information bulletin board will be created. A committee,

composed of one representative each from the Employer and the Union, will contact local employers to obtain information on job availability or interest in affected employees. Any other information which would be beneficial to affected employees in job search efforts will be posted on these bulletin boards.

c. All affected employees identified for separation due to RIF will be provided a SF-8, Notice to Employee About Unemployment Insurance, at least two weeks prior to their last day of employment. The Human Resources Office (HRO) will explain the purpose of the form, and advise affected employees to submit the form to the local Unemployment Office should they wish to file unemployment benefit claims.

d. The Employer will contact the local Unemployment Office within one week of release of advance notices to advise that agency of the number and type (by job) of affected employees to be separated. The Employer will assist affected employees in the preparation of resumes, to include final typing.

e. The Employer will invite a representative of the local Unemployment Office to visit the AAFES activity conducting RIF to interview affected employees. If deemed appropriate by the local Unemployment Office, the Employer agrees to forward copies of affected employees' resumes.

f. The Employer will develop a list of Federal employers within the local commuting area, and contact those employers by telephone to determine whether positions are available for employees affected by the RIF. The Employer will also request information regarding application procedures, and make that information available to affected employees. There will be an initial contact, and follow-up contacts by telephone. When less than 25 employees are separated pursuant to RIF, the Employer will provide such assistance on a case by case basis at the employee's request, providing the employee has documented marketable work skills that would be desirable in a job search effort.

g. The Employer will make readily available reinstatement eligibility forms for employees who may move from the area seeking suitable jobs



within the Exchange Service. If employees will indicate, prior to

### **ARTICLE 17 (continued)**

separation, an interest in position availability at a specific AAFES location, the Employer agrees to obtain information on position vacancies at that location, and to take other appropriate action to assist the employee in obtaining AAFES employment at that location. The Employer agrees to continue such assistance for any employee, separated due to RIF, for the duration of his reinstatement eligibility.

h. Eligible employees separated due to RIF will receive Severance Pay in the amount of one week's base pay for each year of continuous service up to four (4) years of service. This pay will be paid in a lump sum payment at the same hourly rate received prior to separation. The maximum amount of severance pay allowable will be four (4) weeks' pay. The Employer agrees that severance pay will be paid to affected employees two weeks following the final pay check.

i. The Employer agrees that accrued Annual Leave will be paid in a lump sum on employees' final pay checks. Payment of employees' retirement contribution will also be paid on final pay checks to those employees with less than three (3) years participation in the Retirement Plan. Employees with more than three (3) years participation must request a refund through the Human Resources Office.

j. The Employer will waive separated employees' indebtedness for any advance sick leave granted, as well as for Tuition Assistance said employees may be unable to complete due to separation for RIF.

k. Employees who have been identified for separation due to RIF will be allowed Administrative Leave, in increments of no less than two (2) hours, for scheduled interviews, provided the employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.

**Section 10.** When less than 25 employees are separated pursuant to a RIF, the arrangements in Section 9 c, d, f, g, h, i, j, and k will apply.

**ARTICLE 18**  
**JOB/POSITION DESCRIPTIONS**

**Section 1.** All job and position descriptions are published and approved by the Commander, AAFES, pursuant to the provisions of EOP 15-10.

**Section 2.** Crafts and Trades (CT) Positions.

a. Job descriptions outline to employees and their supervisors the parameters of a job. Management is responsible for determining the duties of each job and assuring the accuracy of the job description. A job description is adequate when it:

(1) Clearly states the principal duties, responsibilities and supervisory relationship of a job.

(2) Provides information necessary for the proper classification of the job when considered by someone familiar with the occupational field.

(3) Applies pertinent classification standards.

b. The employer will provide associates with a complete and accurate job description at the time of entry into a position and when the duties of the position change.

c. When a job is occupied, its description is determined by the provisions set forth in EOP 15-10.

d. Minor changes or additions to an associate's duties do not have to be added to the job description, since the job description is not intended to be a task list of every function assigned to an employee; it is a list of the major functions that occupy a majority of the associate's time and determines the classification of the job. Minor additions to duties can be considered as part of the last paragraph of the job description, "performs other related duties as assigned," as long as the additions are clearly related to the position occupied.

e. The job description will be revised as necessary to reflect a change

in the major duties of the position. If an additional duty will be accomplished on a regular and recurring basis and will occupy a significant part of

### **ARTICLE 18 (continued)**

an associate's time, it can be added to the job description as a pen-and-ink change only if the additional function will not affect the classification of the job. The Human Resources Manager will review the additional function to determine if it may affect the classification of the job or if a different job description adequately covers all of the duties and responsibilities.

f. Periodically, but not less frequently than once per year, each supervisor is responsible for reviewing job descriptions with associates to determine if revisions/changes are required. This is most effective if accomplished at the same time the PER is discussed.

#### **Section 3.** Pay-for-Performance (PFP) Positions.

a. The PFP system has six groupings of occupations in broad bands of compensation, called NF levels (designated NF-1 through NF-6). Each level contains groupings of positions that are comparable in skill level. Positions are evaluated based on the characteristics of work performed for each separate level. EOP 15-10, provides information regarding the characteristics of work performed at each NF level.

b. The supervisor and the Human Resources Manager must define what the qualifications are/should be for a specific position. A list of authorized PFP job codes/titles is available upon request from the Human Resources Office.

**Section 4.** The Employer agrees to the maximum extent consistent with work requirements to assign associates in the unit work which is appropriate to the position for which he or she was hired.

**Section 5.** Any employee in the unit who alleges that he is working outside his job description may discuss the matter with his supervisor who will, upon request, arrange for a review of the employee's duties by the Human Resources Manager. The review shall include discussion with the employee

and with his supervisor to determine the employee's actual regular work assignments over a representative current period and comparison of such assignments to the related job description. The Employer agrees to consider fully all pertinent facts, including those presented by the employee. The Employer shall notify the employee in writing of the findings within thirty (30) calendar days after the employee first raised the question with his immediate supervisor. In requesting the review of his duties and in discussions with his supervisor and with the Human Resources Manager, the employee shall have the right to be represented.

## **ARTICLE 19 SAFETY**

**Section 1.** The Employer will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

**Section 2.** In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area which represent health hazards. If an unsafe or unhealthy condition is observed, the steward should report it to the immediate supervisor. If the safety question is not settled by the steward and the immediate supervisor, the matter will be referred promptly to the chief steward and the facility supervisor for resolution. If the safety question is still not settled, it will be referred promptly to the Safety & Security Manager, AAFES-Hawaii, or his designated representative.

**Section 3.** No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices determined to be necessary by the Safety & Security Manager, AAFES-Hawaii. Also, no employee who is engaged in work which the Safety & Security Manager, AAFES-Hawaii, determines to be hazardous shall be permitted to work alone or beyond the call or observation of other employees. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, his immediate supervisor shall inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the

safety of the job remains in the supervisor's mind, he shall obtain guidance from the Safety & Security Manager, AAFES-Hawaii, before proceeding.

**Section 4.** The Employer agrees to furnish personal protective equipment (PPE) deemed by the Employer to be necessary for the performance of assigned work. Devices which provide protection of the head, face, eyes, hearing, respiratory system, hands, body, legs and feet, are considered PPE. They include safety devices a person wears, such as special clothing, aprons, safety shoes, goggles, hard hats, gloves, respirators and safety glasses.

**Section 5.** The AAFES directive which provides guidance regarding the AAFES Occupational Safety and Health Program is EOP 17-1. Personal protective equipment is discussed as a separate chapter, with specific information provided regarding who must wear protective equipment, how it is to be used, and the various kinds of equipment which is available.

**Section 6.** The most common item of PPE in AAFES is the safety shoe. Shoes are issued to and must be worn by employees who occupy the following positions:

Standard Safety Shoes:

Laborer	Motor Vehicle Operator
Warehouse Worker	Painting Worker
Forklift Operator	Courier

Electrical Safety Shoes:

Carpentry Worker	Air Condition Equipment Mechanic
Plumbing Worker	Maintenance Mechanic
Carpenter	Maintenance Worker
Electrician	Maintenance Mechanic Helper

a. The Employer agrees to pay up to \$75 toward the purchase of safety shoes for employees assigned to the positions listed above. Approval to exceed this cost on an exception basis must be obtained from the Human Resources Manager. Reasons to exceed the established dollar limit include medical conditions requiring orthopedic footwear or the

## **ARTICLE 19 (continued)**

nonavailability of approved shoes for under \$75. If an associate selects more expensive shoes without first securing approval to do so, he must bear the cost of the difference.

b. Associates who are issued or reimbursed for protective footwear will sign Uniform Receipt, AAFES Form 1650-12.

c. Once issued, shoes must be worn as part of a condition of employment. Employees are responsible for the wear and tear of shoes and/or any losses. Associates must reimburse AAFES for the prorated amount of the safety shoes if they voluntarily resign or are separated for cause within one year of issue. Separations due to reduction in force, disability, death, or retirement won't require reimbursement to AAFES.

d. The Employer agrees to consider written recommendations from the Health and Safety Council, the Union, or branch manager to include additional positions that may require the use of safety shoes.

**Section 7.** Failure to use personal protective equipment can result in disciplinary action.

**Section 8.** On request, the Employer will furnish information regarding all lost time accidents involving employees of the unit which occur at an Employer activity.

**Section 9.** The parties agree to establish Safety and Health Councils to be comprised of equal numbers of Union and Employer members. Each council will have four (4) members representing each party. The council will meet quarterly to discuss safety conditions and to make recommendations to the Employer regarding safety practices and conditions. The Employer agrees to inform the Safety and Health Council, in writing, of the disposition of recommendations made by the Council.

## **ARTICLE 20 SUPERVISOR/EMPLOYEE COMMUNICATION**

**Section 1.** The parties agree that communication between the employee and supervisor is an essential element in the employee-supervisor relationship. It is also agreed that supervisor/employee communication is a way for supervisors to understand employee problems that may be adversely affecting an employee's job performance or working relationship with co-workers. Further, it is agreed that a written record of supervisor/employee communication is an effective means of assuring an employee that he is performing well in his job, documenting significant achievements, self-development efforts, documenting and correcting performance deficiencies and motivating the employee to develop a positive approach to problem resolution.

**Section 2.** Counseling sessions will, at all times, be conducted in privacy and in surroundings that are conducive to a frank and open exchange of ideas. Sessions will only be conducted by supervisors or designees and only for employees subordinate to them in the supervisory chain.

**Section 3.** Specific guidance with regard to how counseling interviews are to be conducted, how they are to be recorded, and how records are to be maintained is set forth in EOP 15-10. Supervisors shall advise employees when negative entries are made in the supervisor/employee communication records, and the employee will acknowledge such entries by signing and dating. The signature of the employee does not constitute agreement with the entry, but only an acknowledgement that the employee read the communication entry. Negative entries less severe than an oral reprimand shall not be retained in the communication record for more than one year, if no similar conduct has taken place in the interim. After six (6) months, an employee can request the communication entry be blocked out on his communication record, providing the employee has demonstrated sustained signs of rehabilitation and no further similar incidents have occurred. If the supervisor is in agreement with the employee's request, supervisor will normally remove the negative entry(s) with permission from the second-line supervisor. With the approval of the second-line supervisor, supervisors may review the counseling records at any time to consider the possible blocking out of negative entries no longer considered valid or useful in effecting discipline.

## **ARTICLE 21**

### **DISCIPLINARY ACTIONS**

**Section 1.** The Parties agree that the primary purpose of disciplinary action is to promote effective employee use, and recognize the Employer's discretion to determine an appropriate penalty in accordance with Section 2 below. Unless inconsistent with established policy, disciplinary actions shall generally be progressive in nature and fairly relate to the offense.

**Section 2.** Both Parties further agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations. Disciplinary actions will be taken only for just cause. The discipline imposed will be the minimum, as determined by the Employer, that can reasonably be expected to correct the misconduct of the affected employee and maintain the discipline and morale of the workforce. Degrees of penalties will be based on the seriousness of the offense and the relevant factors pertaining to the case. Authorized disciplinary actions are:

- a. Oral reprimand.
- b. Written reprimand.
- c. Suspension not to exceed 60 calendar days.
- d. Disciplinary downgrade.
- e. Separation for cause.

Written records or notations of oral reprimands will not be entered in an employee's Official Personnel Folder.

**Section 3.** Disciplinary actions will be initiated as soon as practicable, after a preliminary investigation or inquiry indicates that such action may be appropriate. If such action is initiated, the employee will be given advance notice in writing, except in the cases of an oral or written reprimand.



**Section 4. UNION REPRESENTATION:** Employees do not have the right to Union representation during the presentation of any advance notice or final notice of disciplinary action. However, the employee will be given an opportunity to be represented by the Union during any examination by the representative of the Employer in conjunction with an investigation prior to presentation of any disciplinary action if:

- a. The employee reasonably believes that disciplinary action may result from the examination, and
- b. The employee requests representation. The Employer further agrees to post annually on employee bulletin boards, notification of the employees' right to representation by the Union.

**Section 5. ADVANCE NOTICES:** Advance notice periods for disciplinary actions are as follows:

- a. Oral Reprimand--advance notice not required.
- b. Written Reprimand--advance notice not required.
- c. Separation for Cause (with the Employer's charge of dishonesty, criminal conduct, violence or threat of violence)--at least seven (7) calendar days after the date the employee receives the written advance notice.
- d. Suspension--at least 21 calendar days after the date the employee receives the written advance notice.
- e. Disciplinary Downgrade--at least 21 calendar days after the date the employee receives the written advance notice.
- f. Separation for Cause (without charges of dishonesty, criminal conduct, violence or threat of violence)--at least 21 calendar days after the date the employee receives the written advance notice.

**Section 6.** The employee will be advised in writing of the specific disciplinary action being considered and the proposed effective date. The

## **ARTICLE 21 (continued)**

advance notice will state in detail the reasons for the proposed action with enough information (dates, places, events and names) to ensure the employee understands the reasons for the proposed action and to allow the employee an opportunity to respond. The reasons for the proposed action will be clearly stated and will advise the employee of the right to reply to the proposed action either orally, in writing, or both within:

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

b. Fifteen (15) calendar days of receipt of a 21 calendar day advance notice.

c. All time limits referred to in this article may be extended.

d. For disciplinary actions more severe than a letter of reprimand, inform the employee of his right to reply orally or in writing; of his right to a representative of his choice in making such reply; and, to whom the employee can make the reply.

**Section 7.** The employee will be advised of the right to Union representation in responding to the advance notice, or in appealing any disciplinary action imposed, under the following circumstances:

a. Orally, and in writing on the employee's communication record, in the case of an oral reprimand.

b. By written entry within the letter of reprimand, in the case of a written reprimand.

c. By written entry within the written advance notice, in the cases of suspension, disciplinary downgrade or separation.

**Section 8. ORAL REPRIMAND:** When the supervisor has determined to issue an oral reprimand, the employee will be advised that he is being reprimanded, the reason for the reprimand, and offered suggestions for

improvement to preclude further disciplinary action. The oral reprimand will be documented on the Supervisor/Employee Communication Record.

The Communication Record must include the basis for the reprimand and a statement that the employee was advised of the right to union representation and the right to submit a grievance under the negotiated grievance procedure. The employee may make an immediate response on the Communication Record if he so chooses. Should communication of the oral reprimand evolve to an examination or investigation, the provisions of Section 4 will apply. The entry will be dated and signed by the supervisor as well as the employee. The signature of the employee does not constitute agreement with the action taken, but only an acknowledgment that the employee received the oral reprimand.

**Section 9. WRITTEN REPRIMAND:** The written reprimand will state that the employee may respond, either orally or in writing within 10 days of receipt of the written reprimand. If the employee elects not to respond, a grievance may be filed within 15 calendar days of the date the reprimand is issued. If the employee does respond, and the response is acceptable, the reprimand will be withdrawn. If the reprimand is not withdrawn, the employee will be advised and may file a grievance within 15 calendar days of the date of advisement.

**Section 10.** Where an advance notice is required under this Article, any reply will be given full consideration by Management before a final notice of the decision is issued. If the proposed action is rescinded, all records pertaining to it will be removed from the employee's personnel records and destroyed. If the proposed disciplinary action is taken, or if a less severe disciplinary action is imposed, the employee will be provided the written final decision before the effective date of the action. The final decision will also contain an advisement that the negotiated grievance procedure is the sole procedure available to the employee for seeking relief from the disciplinary action taken.

**Section 11.** Where the Union has been elected by the employee to act as his representative, the Union will be forwarded a copy of the final decision letter at the time of issuance and, upon proper request, any written material relied upon by the Employer to affect such action.

**Section 12.** RETENTION PERIOD: Reprimands and suspensions shall not be retained for longer than two (2) years in an employee's official personnel file (OPF), if no other disciplinary action has been taken in the interim. After one (1) year and upon the employee's request, the Employer can consider the removal of a reprimand or suspension from the employee's OPF. If the employee has demonstrated signs of sustained rehabilitation and no further similar infractions have occurred, the reprimand or suspension will normally be removed by the employer after one (1) year. The Employer may review the employee's disciplinary record at any time to consider the possible removal of reprimands or suspensions the Employer deems appropriate for removal, if considered no longer valid or useful in effecting progressive discipline.

## **ARTICLE 22 GRIEVANCE PROCEDURES**

**Section 1.** Except as provided for by law, this article shall be the sole and exclusive procedure available to the Employer, the Union, and the employees of the unit for resolving complaints concerning matters involving the interpretation, application or violation of this Agreement and agency regulations.

**Section 2.** The grievance procedures stated herein are intended to provide a means of resolving disagreements at the lowest possible level. The Employer and the Union agree to work toward this end.

**Section 3.** A grievance is defined to be any dispute or complaint between the Employer and the Union or any employee or employees covered by this Agreement. A grievance may be submitted by an employee, a group of employees, or the Union, based on the following:

a. Any matter involving the interpretation, application, or violation of this Agreement;

b. Any matter concerning the interpretation and application of agency regulations and personnel policies and practices that affect working conditions, except that a grievance may not be submitted over matters specifically excluded in this Article under Section 4.

**Section 4.** The following matters are excluded from this grievance procedure:

- a. Matters initiated in a statutory appeals procedure;
- b. Separation during the probationary period;
- c. Non-selection of any employee that was considered but not selected, except where the non-selection is alleged to have been the result of abuses or irregularities in the selection process;
- d. A performance rating of satisfactory or higher;
- e. Matters pertaining to the fixing of wages, salaries or commission rates, except as otherwise provided in this agreement;
- f. Voluntary actions on the part of the employee, unless it was as a result of coercion or misrepresentation;
- g. Warning letter, but an employee is not precluded from filing a grievance on a downgrade, lateral transfer, or separation resulting therefrom.
- h. 5 U.S.C. 7121(c)(1) through (5);
- i. Non-selection for a position outside the unit;
- j. Allegations of mismanagement;
- k. Equal Employment Opportunity complaints;

**Section 5.** Either party may raise a question of grievability or arbitrability at any step of the grievance procedure up to and including arbitration. All questions or disputes of grievability or arbitrability under this Agreement shall be referred to an Arbitrator for determination.

## **ARTICLE 22 (continued)**

**Section 6.** When an employee elects to utilize the grievance procedure, he must be represented by an individual designated in writing by the Union or he must represent himself. The Union will have the right to be present at all discussions between the Employer and the Grievant held in connection with a grievance. Upon request, the Union will be provided a copy of any written grievance decision that is made by management.

**Section 7.** Nothing in this Agreement shall be interpreted to require the Union to represent an aggrieved employee or employees in processing their grievance under this procedure, or to continue to represent them if the Union considers the grievance to be invalid and without merit.

**Section 8.** Employee Procedure:

Step 1 - Informal Grievance: The informal grievance shall first be taken up by the grievant (and Union representative, if he elects to have one) orally or in writing with the appropriate supervisor, that being the person having the authority to resolve the complaint. The informal grievance must be initiated within 15 calendar days of the day the incident occurred that gave rise to the grievance or within 15 calendar days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. An on-going event that may give rise to a grievance may be grieved at any time, provided that at the time the grievance is filed the event complained of must have last occurred 15 calendar days before the grievance is filed. A decision will be given to the grievant within 15 calendar days after presentation of the grievance.

Step 2 - Formal Grievance: If the grievant is dissatisfied with the decision given on the "informal grievance," or if no decision is received within 15 calendar days, and the grievant decides to advance the grievance, the grievance shall be reduced to writing by the grievant and initiated as a formal grievance within 15 calendar days after receipt of the decision on the informal grievance or the deadline for filing a decision, if none is filed. The formal grievance shall be presented by the grievant or his representative to the next-level supervisor. Upon receipt of the formal grievance, the supervisor shall meet with the grievant and the grievant's representative,

discuss the grievance, and render a written decision within 7 calendar days.

Step 3: If the grievance is not settled at Step 2 and it is decided that the grievance will be advanced, the grievant or his representative shall forward the grievance to the Principal Management Official for review within 7 calendar days. For the purpose of this agreement, the Principal Management Official (PMO) is defined as the ranking management official applicable to the bargaining unit and may be any person designated by AAFES who has not decided a prior step. The Principal Management Official will review the grievance, consulting with the Step 2 supervisor if necessary, the grievant and/or the grievant with his Union representative and give the grievant and/or the Union representative his written answer within 15 calendar days after receipt of the grievance.

Step 4: If the Parties agree to do so, the Union's representative and Management's representative will meet together with an impartial Mediator within 30 calendar days from the date of the decision rendered at Step 3 and the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) has been affirmed.

Step 5: If the grievance is not satisfactorily settled at Step 3, either the Union or the Employer may refer the matter to arbitration consistent with the time requirements of Article 23, Section 2 (Arbitration). Claims of a failure to comply with this procedure may be raised as grievability/arbitrability issues.

**Section 9.** Grievances will not be maintained in the employee's Official Personnel Folder except those responding to disciplinary actions which have become final without right of further appeal and will be available only to persons who have a need to know.

**Section 10.** Union-Management Procedure.

a. In the case of a grievance which the Union may have against the Employer or the Employer may have against the Union, the processing of such grievance shall begin with the filing of the grievance with the PMO or the Union Business Representative. The Parties shall meet within 10 calendar days following receipt, to discuss the grievance in an effort to resolve the matter. If resolution is not reached in the discussion, the party

## **ARTICLE 22 (continued)**

with whom the grievance was filed shall issue its written decision within 10 calendar days after the discussion. Within 30 calendar days after receipt of the written decision, the grieving party may invoke arbitration in accordance with Article 23 (Arbitration). The purpose and intent of this Section is to provide a grievance process to resolve matters between the Union and Management.

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

c. When the Union elects to take a grievance which could otherwise be filed as an employee grievance, the Union will abide by the 15 calendar day time limit in Section 8, Step 1.

**Section 11.** Time limits at any step of the grievance procedure may be extended by mutual agreement by the Parties. Grievances should be resolved at the lowest level. However, there will be times, such as when a higher level supervisor has taken the action being grieved, when a grievance may be more appropriately initiated at the second or third step.

**Section 12.** If any aspect of the grievance procedure is due on a Saturday, Sunday or a holiday, and the Management or Union offices are closed on that day, the Parties agree that the submission will be due to Management or the Union on the next official administrative workday.

**Section 13.** The Union shall be permitted to call relevant employee witnesses, who shall suffer no loss of regular pay for serving. The Employer may call witnesses, observers, or management representatives as deemed necessary to develop pertinent facts regarding the grievance. The Employer will, upon request, make records available for the purpose of substantiating the contentions of claims of the parties.

**Section 14.** Employees in duty status may use a reasonable amount of official time without charge to leave or loss of pay, for such purposes as securing advice on rights and privileges under governing regulations, and for



obtaining such other information or assistance pertaining to the grievance as can be obtained only during the normal working hours of the installation. This may include reasonable amounts of time for the preparation of documents necessary for prosecution of the grievance at Step 2. Management reserves the right to determine the total amount and specific hours of official time which will be approved as "reasonable" under this section. Disputes concerning the management determination of reasonable time may be pursued under the provisions of this Article.

**Section 15.** If the Grievant resigns, dies, or is separated other than for removal for cause by an action before a final decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped and all interested parties will be notified of the conditions under which the case is being closed without decision. A copy of this notification will be made a part of the case record.

**Section 16.** Failure of the Employer to observe prescribed time limits without just cause shall automatically move the grievance to the next step. Failure of the employee or the Union to observe time limits without just cause shall constitute withdrawal of the grievance.

## **ARTICLE 23 ARBITRATION**

**Section 1.** If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, either party may refer the issue to arbitration. Such notice must be in writing and submitted within thirty (30) calendar days following the issuance of the final decision.

**Section 2.** Within ten (10) workdays from the date of receipt of a request for arbitration, the parties shall meet for the purpose of agreeing on the selection of an arbitrator. If agreement cannot be reached within five (5) workdays, the parties may submit a request to the Federal Mediation and Conciliation Service, to furnish a list of five (5) individuals within the State of Hawaii who are qualified to act as arbitrators. The parties shall meet within five (5) workdays after receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of five (5) and repeat this procedure until only two (2) names are left. Flip of a coin will decide which

party shall initially strike the first name from the list. The name which remains after all strikes have been made will be the duly- selected arbitrator.

**Section 3.** The arbitration hearing shall normally be held during the regular duty hours of the normal basic workweek. Employees who are required to participate in the hearing shall be excused from duty without loss of pay or charge to leave.

**Section 4.** The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. Any necessary per diem and travel expenses which are payable will be paid at no more than the maximum rate authorized by the Standardized Government Travel Regulations.

**Section 5.** The arbitrator will be requested to render his decision to the Employer and the Union in writing no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties agree otherwise. The arbitrator's award will include a statement showing the basis for the decision.

**Section 6.** It is agreed that all time limits prescribed in this Article may be extended by mutual consent of the parties.

## **ARTICLE 24 TRAINING AND DEVELOPMENT**

**Section 1.** The Employer and the Union recognize that the continuous development and growth of all employees are desirable and that the responsibility for training and self development rests with the employee and the Employer; however, it is agreed that all employees will be given equal opportunities to apply for available job related training and developmental experiences which will aid them in improving performance in their assigned duties and in preparing themselves for future career opportunities. In this regard, training programs will be sufficiently publicized so that eligible and interested employees will know of their existence and the opportunity to participate in them.

**Section 2.** In the selection of candidates for training or developmental experience, the Employer will consider all employees whose knowledge, skill, attitudes, performance, and future career opportunities are likely to be improved by training and developmental experiences. The following factors shall be considered by the Employer in selecting employees for training:

- a. Employee's overall need for training.
- b. Employee's potential for advancement.
- c. The degree and type of benefits which will result from the employee's improved knowledge, skill, attitude and performance.
- d. Employee's previous training record.
- e. Employee's own interest and effort to improve his work. If training is given primarily to prepare an employee for advancement and is required for promotion, selection for such training shall be in accordance with his career development program.

**Section 3.** Whenever the Employer plans or establishes training programs, within available resources, they will be in written form and include courses and developmental experiences available to employees. A written record will be maintained for each employee undergoing such training or developmental experience until completed or terminated.

**Section 4.** When work emergencies or lack of funds cause a reduction or cancellation of scheduled employee attendance at any training courses, the Employer agrees to reschedule such attendance where practicable. The Employer agrees that such action will only be taken for just cause and that an employee whose attendance is canceled will be notified of the reasons therefor.

## **ARTICLE 25 ENVIRONMENTAL DIFFERENTIAL**

Environmental differentials and shift differentials will be made in accordance with applicable AAFES directives. An employee covered by this Agreement may bring to the attention of management, conditions which he considers justify environmental differential, and the Employer will provide him with a decision.

## **ARTICLE 26 PARTICIPATION IN WAGE SURVEYS**

Wage surveys will be conducted in accordance with current laws and regulations governing conduct of wage surveys in non-appropriated activities.

## **ARTICLE 27 DUES WITHHOLDING**

**Section 1.** The Employer will withhold and remit dues to the Union whenever Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues, has been signed and in accordance with the provisions set forth herein.

**Section 2.** Allotments will become effective the first pay period beginning after receipt and processing of the properly executed allotment form in the Human Resources Office.

**Section 3.** Dues will be withheld from the biweekly pay of eligible Unit employees whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment. The amount will be the regular periodic amount required to maintain a member in good standing with the Union, but shall not include such items as initiation fees, special assessments, back dues, fines and similar items.

**Section 4.** Normal deductions will be made in all biweekly pay periods. Dues

allotment will be withheld from sick leave payments but not from lump sum annual leave payments or advance workers' compensation payments.

**Section 5.** The Union shall notify the Employer in writing of the dues amounts in a biweekly pay period basis, of any changes in the regular dues structure and the effective date of the amended dues structure. The amended amounts will be withheld effective with the payroll for the next pay period during which the notice is received by the Employer, unless a later date is specified by the Union. Only two (2) changes in the dues structure will be made in any period of twelve consecutive months.

**Section 6.** A bargaining unit employee may request cancellation of his dues withholding by properly completing and submitting a SF 1188, 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 deduction went into effect. Thereafter, an employee who completes the initial one year period and desires to cancel his dues participation through the payroll deduction may submit a SF 1188 to the Employer anytime preceding September 1. Requests for cancellation must be received by the Employer no later than close of business on the last business day of August. Such cancellations will take effect on the first pay period beginning on or after September 1 following the submission of the request. The Employer shall promptly notify the Union of all such requests for cancellations received by transmitting a copy of the form to the Union.

**Section 7.** The Union will notify the Employer in writing within five (5) calendar days when an employee ceases to be a member in good standing. In such cases, the allotment for such employee will be discontinued effective with the first complete pay period after receipt and processing of the notice in the Human Resources Office.

**Section 8.** The Employer will make remittance for amounts withheld biweekly. The remittance will be a single check for the next balance of dues withheld. The check will be made payable to the Local Union and will be forwarded to the Business Manager, Local Union 1186, 1935 Hau Street, Room 401, Honolulu, Hawaii 96819. It will be accompanied by a Union Dues Deduction Report containing the following:

- a. Identification of the employee organization.
- b. Payroll period.
- c. Exchange name and/or number.
- d. Names of the employees and amount deducted.
- e. Names of employees from whom deductions have no longer been made and the reasons, e.g., LWOP, revocation of allotment, separation, transfer, etc.

**Section 9.** In application of the provisions of this Article, the Union shall:

- a. Purchase and distribute copies of Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues, to its members.
- b. Educate eligible employees during off-duty hours in the use of SF 1187 for the allotment of dues, its voluntary nature, and the availability and use of the form.
- c. Verify the correctness of completed forms, i.e., insure that the member's payroll number is entered on the form.
- d. Certify on all completed SF 1187 forms the correct amount of regular dues to be deducted each biweekly pay period.
- e. Deliver completed SF 1187 forms and other pertinent documents to the Employer.
- f. Refund any unauthorized deduction or excess payments either to the employee or Employer as required.
- g. Educate employees as to the procedure for revoking allotments.

**Section 10.** The Employer will acknowledge receipt of completed SF 1187 forms from the Union by date-stamping each form and annotating the form with the exchange number to which the employee is assigned.

**Section 11.** The Union will indemnify, save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

## **ARTICLE 28 GENERAL PROVISIONS**

**Section 1.** The Employer will make this Agreement available to unit employees at the time of its initial distribution, new hire orientation, or when an employee becomes a bargaining unit member as a result of a personnel action. The Employer agrees to provide the Union 50 copies for the Union's initial distribution of contracts to its representatives. The Union will print and be responsible for the cost and distribution of additional Union copies beyond the initial distribution by the Employer.

**Section 2.** Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense of all special tools, clothing, and equipment employees may be required to use, with the exception of replacement expenses due to employee negligence and misuse resulting in damages.

**Section 3.** Upon request, the Employer agrees to furnish the Union a complete and up-to-date listing of bargaining unit employees twice each contract year. The cost of preparing the list will be borne by the Employer and will be provided upon at least two (2) weeks advance notice from the Union. Each listing shall include the name, installation, and job title and pay rate of each employee.

**Section 4.** Employees will at all times be dressed in a manner appropriate for creating a favorable impression for AAFES-Hawaii and will maintain the highest degree of personal neatness and cleanliness. Employees will also observe the dress and appearance regulations of the military installation to which they are assigned. The Union agrees to encourage employees to observe the requirements of this section.

**Section 5.** It is agreed that a reasonable attempt will be made to provide adequate restroom facilities for unit employees.

**Section 6.** Adequate time when necessary, will be provided to employees as part of their work schedule for personal hygiene.

**Section 7.** Time worked will be recorded in hours and tenths of an hour and will include:

a. All hours when the employee was directed or permitted to work (including rest periods).

b. Hours worked at either a permanent or temporary duty station.

**Section 8.** The Longshore and Harbor Workers' Compensation Act will be administered in accordance with applicable regulations.

**Section 9.** It is understood and agreed to by the parties that whenever a specific person is identified in this agreement to act on a matter, a designated representative may act in his place.

## **ARTICLE 29 DURATION OF AGREEMENT**

**Section 1.** The Agreement will become effective on the date of DOD approval or on the 31st day after execution by the parties, whichever is sooner, and remain in full force and effect for a period of three (3) years subsequent to the effective date and be automatically renewed from year to year thereafter, until modified or terminated by either party as provided for herein, or terminated on any date on which it is determined that the Union is no longer entitled to exclusive recognition. In the event either party provides notice to renegotiate this Agreement, the parties agree to commence negotiations, including ground rules, of a new Agreement within forty five (45) calendar days after receipt of the demand to bargain and accompanying bargaining proposals.

**Section 2.** On the written request of either party, representatives of the Employer and the Union shall meet to commence negotiation of a new Agreement on a mutually agreeable date between the 105th and 60th



days, inclusive, prior to the expiration date of this Agreement. If the new Agreement has not been concluded prior to such expiration date, this Agreement shall continue in effect, unless precluded by law, until a new Agreement is effected.

**Section 3.** Any amendments to this Agreement agreed to by the parties will be in writing and will become effective upon approval.

## **GRIEVANCE FORM**

DATE

TO:

1. Grievant's Name
2. Job Title & Grade
3. Work Section
4. Date Submitted At 1st Step
5. Date Grievance Occurred
6. Date of 1st Step Reply

### NATURE OF GRIEVANCE

On the date indicated above, a grievance occurred which I presented to my supervisor.

His reply was not satisfactory to me, and I, therefore, irrevocably elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure.

The following specific Articles and Sections of the Agreement and, if applicable, provisions of, regulations, were violated:

### FACTS SURROUNDING MY GRIEVANCE ARE:

(list below, use additional sheets as needed)

### CORRECTIVE ACTION DESIRED:

(list below, use additional sheets as needed)

Check applicable response below:

I desire to represent myself.

I hereby authorize the Union to represent me.

Signature of Grievant

Signature of Steward or Union Representative

CC: Human Resources Manager