

## **AAFES Contract**

Master Agreement between the Army & Air Force Exchange Service and the American Federation of Government Employees Worldwide Consolidated Bargaining Unit 1998

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ARTICLE 1

DEFINITIONS

Section 1. MASTER AGREEMENT: The authorized controlling document from the level of recognition that governs the Unit, and is binding on the Union (American Federation of Government Employees, its representatives and/or agents at the National and subordinate levels) and on the Employer (Army and Air Force Exchange Service, its representatives and/or agents at its Headquarters and subordinate levels).

Section 2. LOCAL BARGAINING UNIT: When the term "Local Bargaining Unit" or "Local Union" is used in the Master Agreement, it shall refer to and mean the originally or subsequently certified Bargaining Unit comprised of employees at a particular locale or organizational entity which became and is now part or may become a part of the Unit.

Section 3. PRINCIPAL MANAGEMENT OFFICIAL: The ranking Management official applicable to a Local Bargaining Unit (e.g. General Manager, if Exchange level Unit employees; Distribution Center Manager, if Distribution Center level Unit employees).

Section 4. SPOKESPERSON:

a. UNION SPOKESPERSON: That person designated in writing by AFGE to act as Spokesperson in conducting the affairs of the Unit, as determined by the National Office of AFGE. The Union Spokesperson at the local level shall be that person designated, in writing, by the National Office of AFGE.

b. CHIEF, AAFES LABOR RELATIONS: That person designated by the Employer to act as Spokesperson in conducting the affairs of the Unit (hereinafter referred to as Spokesperson).

Section 5. MASCULINE-FEMININE REFERENCES: Means that in construing and interpreting the language of this Master Agreement, reference to the masculine, such as "he," "him" and "his" shall include reference to the feminine.

Section 6. BASIC REGULATION: AR 60-21/AFR 147-15, Exchange Service Personnel Policies.

Section 7. OPERATIONAL NEED: When the term operational need is used throughout this Agreement, it will be construed to mean, an event which would cause Management to avoid or seek to waive a contractual obligation for operational reasons. However, the event must be extraordinary, of short duration and related to the provision in question.

Section 8: PROBATIONARY PERIOD:

a. It is understood by all parties to this master agreement that regular full-time, regular part-time and intermittent category bargaining unit employees will serve an initial probationary period of 182 calendar days from the date of hire or rehire with AAFES. Temporary employees (whether full- time of part-time) who are converted to regular full-time, regular part-time or intermittent status will begin their 182 calendar day probationary period upon the date of such conversion.

b. The probationary period for UA employees will be one year from the date of hire, or rehire, regardless of category. AFGE Master Agreement 1998 Page 4 of 93 06/05/03

Section 9. SUPPLEMENTAL AGREEMENT: An agreement negotiated locally under the authority of, and involving subjects cited by, the Master Agreement. Such an agreement shall be applicable to one or more local activities as specified in the terms of the Supplemental Agreement.

Section 10. FORMAL MEETING: Any formal discussion between one or more representatives of the agency and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or a communication between an employee and supervisor which meets the criteria of 5 USC 7114(a)(2). Staff meetings where such matters as general work direction, special events, and other similar matters are discussed, but not including changes to general conditions of employment or grievances, are not formal meetings for purposes of this Section.

## ARTICLE 2

### RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees in the Unit described in Appendix A of this Agreement, and any subsequent certifications clarifying the Unit.

Section 2. The Parties agree that unless otherwise indicated in an individual article or section, all provisions of this contract apply to UA members of the Bargaining Unit.

## ARTICLE 3

### GOVERNING LAWS AND REGULATIONS

Section 1. In the administration of matters covered by this Master Agreement and the Unit described in Parties to the Agreement and Article 2 (Recognition and Unit Designation), 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.

Section 2. Except as provided by Section 1, to the extent that any provision of any future regulation conflicts with this Master Agreement, such provision will not be applied in the Unit. The bargaining rights of the Parties regarding future regulations which do not conflict with an effective collective bargaining agreement will be exercised in accordance with 5 U.S.C. 71.

Section 3. The Employer shall comply with all applicable agency regulations governing personnel policies and practices, and general conditions of employment. This Section shall not be construed to require Management to issue, change, or retain a regulation, but is intended to effectuate stability and fairness in implementing regulations.

## ARTICLE 4

### SUPPLEMENTAL AGREEMENTS

Section 1. This Master Agreement shall be the controlling collective bargaining agreement between the Parties. In the event any Supplemental Agreement, MOA/MOU or past practice conflicts with this Master Agreement, the provisions of the Master Agreement shall prevail.

Section 2. Supplemental Agreements under this Master Agreement are local agreements on subjects authorized in this article of the Master Agreement and applicable to one or more activities.

Section 3. On the effective date of this Agreement, MOAs/MOUs, past practices and previously negotiated Supplemental Agreements remain in effect unless they violate the Master Agreement. MOAs and MOUs negotiated during the term will remain in effect for the term of the Master Agreement and will be effective upon execution.

#### Section 4.

a. One Supplemental Agreement may be negotiated during the life of the Master Agreement. It may include only items from this list:

- (1) Office space, local and/or Council.
- (2) Bulletin board space.
- (3) Copies and access to publications.
- (4) Parking; employee, local Union, and Council.
- (5) Formation of various committees.
- (6) Scheduling meal and rest periods.
- (7) Phase I orientation.
- (8) Adverse weather administrative procedures.
- (9) Health and Safety.
- (10) Flexible work schedules, compressed workweeks and resulting overtime effect.
- (11) Any item that is included in a Supplemental Agreement negotiated under the previous Master Agreements.

b. Notwithstanding the above, the Parties agree that wages and/or benefits shall not be appropriate for local supplemental bargaining. In addition, with the exception of local bargaining units with 300 or more bargaining unit employees, block official time shall not be appropriate for local supplemental bargaining. The determination of eligibility to bargain over block official time shall be made as of the date of receipt of a demand to bargain a Local Supplemental Agreement.

c. Supplemental Agreements in effect on the date of this Master Agreement remain in effect until renegotiated, except that ANY provision conflicting with the Master Agreement ceases to be operative on the date of the Master Agreement. Negotiation of Supplemental Agreements will proceed as follows:

- (1) Ground rules will be negotiated upon the request of either party to negotiate or renegotiate, a Supplemental Agreement.
- (2) Upon completion of the negotiations, including appropriate dispute resolution procedures, the agreement will be approved by representatives of the local Parties to which the agreement is applicable, subject to any ratification procedure.
- (3) The approved agreement will be mailed simultaneously to the offices of the Union and Employer's national level of recognition.
- (4) Either party may disapprove provisions at the level of recognition, but only:
  - (a) For violation of the Master Agreement. Upon receipt of disapproved provisions of a Local Agreement, the Parties at the national level will attempt to reconcile the disapproval and resolve the dispute. If after 30 calendar days following receipt a dispute remains unresolved, it will be subject to Article 44 (Arbitration). For this purpose, the time limit to invoke arbitration will begin at the expiration of the 30-day reconciliation period.
  - (b) For conflict with applicable law or regulation pursuant to part 2424 of the Rules of the FLRA.
- (5) The Supplemental Agreement will become effective on the date approved at the level of recognition, or 30 days after the simultaneous mailing (whichever is earlier), except that provisions specifically disapproved by either party will not take effect until, and unless, they are subsequently resolved in accordance with this Article.

(6) When a new Supplemental Agreement becomes effective, the previous (existing) Supplemental Agreement expires. In addition, MOAs/MOUs that interpret an expired Supplemental Agreement also cease to exist. The above provisions are not intended to limit mid-term bargaining in any form, including MOAs/MOUs.

## ARTICLE 5

### MID-TERM NEGOTIATIONS

Section 1. Where a change to conditions of employment is initiated by Headquarters AAFES, notice of the change will be provided by the Chief, Labor Relations Office, AAFES, to the National Union Spokesperson. The National Union Spokesperson, or his/her designee, may demand bargaining on the proposed change. Bargaining requests will be made within 20 calendar days of the 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.

Section 2. When a change to conditions of employment is initiated below the Headquarters AAFES level that affects a Local Bargaining Unit, notice of such change will be given by Local Management and bargaining will take place at the local level. A request to bargain will be made by the Local Union within 7 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.

Section 3. By mutual agreement of the Parties, negotiations involving changes of working conditions for which national level notification is given may be conducted at the local level. Such agreements to defer negotiations to the local level must be made within 15 calendar days.

Section 4. Notice of proposed changes, as provided in this Master Agreement, will include all available necessary and relevant information on the matter. Additional information may be requested by the Union. Should a timely demand to bargain be received, except by mutual agreement, the Parties shall commence negotiations no later than seven (7) calendar days following receipt of the demand.

Section 5. All Mid-Term Agreements will be reduced to writing and shall be enforceable under the negotiated grievance procedure.

Section 6. In the event of a dispute as to the level of a duty to bargain over a change in conditions of employment, the Parties agree to refer the matter to the primary representatives at the level of recognition. If the dispute cannot be resolved within 14 calendar days, the Parties reserve their rights under applicable law and collective bargaining agreement, consistent with this Article. It is understood, however, that such referral will be done to determine the level of bargaining, as determined by the scope of the proposed change. Disputes over whether the proposed change would give rise to a

duty to bargain at all and disputes over negotiability of a proposal do not fall within this Section.

Section 7. This agreement may be reopened during its lifetime under the following circumstances:

a. Either party may reopen up to three (3) Articles at the mid-point in the agreement (30 months after the effective date), with the exception of Articles 16 and 17 which are covered below. The party requesting the reopening must provide written notice to the other party no more than sixty (60), nor less than thirty (30), calendar days prior to the mid-point. The notice shall contain the number and title of the article(s) to be reopened and the proposed changes.

b. Should either party determine that Pay-For-Performance (HPP employees) or Performance-Based-Pay (UA employees) has not provided expected results, Articles 16 and 17 of this agreement may be reopened 24 months after the effective date of this agreement to negotiate changes to these pay plans. The party requesting the reopening must provide written notice to the other party no more than sixty (60), nor less than thirty (30), days prior to the eighteenth month. The notice shall contain the proposed changes to the existing pay plan.

## ARTICLE 6

### RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Section 1. The Employer, having recognized the Union as the exclusive representative of the employees in the Unit, and the Union accept their responsibility to operate their respective interests in a manner that prohibits discrimination with respect to grievances, personnel policies, practices, procedures, labor organization membership, and other matters affecting morale and general working conditions, of said employees in the Unit. To this end, the Employer and the Union agree to treat all employees in the Unit fairly and equitably.

Section 2. The Union agrees that it shall remind its officers and stewards at least annually that solicitation of union membership and/or dues, and other internal Union business, shall not be conducted during the working hours of employees concerned.

Section 3. Both parties recognize the necessity for time limits with respect to certain of their responsibilities and obligations. However, such time limits may be extended by mutual agreement of the Parties. If an employee or representative cannot be released for a valid work-related reason at the time of a request for representational assistance, the event to which the assistance applies will be postponed until the release(s) can occur. The delay will be no more than 48 hours from the time of the initial request.

Section 4. The Parties recognize and agree that all employees must adhere to the applicable standards of conduct, consistent with existing applicable laws, rules, and regulations.

Section 5. The Parties agree that it is the responsibility and obligation of the Employer to at least annually advise employees of their right to representation pursuant to 5 U.S.C. 7114.

Section 6. The Parties agree to cooperate in efforts which will improve the Employer's business and employees' conditions of employment. Such efforts as are jointly suggested or undertaken shall be the exclusive means for employee participation in total quality management, work environment improvement, or similarly structured programs.

Section 7. 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 8. When the Union considers such action not to be adverse to its interests, it agrees to notify Management prior to discussing matters affecting personnel policies or practices, conditions of employment, and complaints or grievances affecting bargaining unit members prior to taking the matter to any outside source.

Section 9. Data requests under §7114 of the Federal Labor-Management Relations Statute [Statute] shall be made by the duly designated Union official, or designees, within the jurisdiction of each local or at the national/worldwide level, or designee, to the Principal Management Official or other designated Management official. Data will only be requested when necessary to represent bargaining unit employees under the obligations of the exclusive recognition. Normally, the request shall be in writing. In any case, the request will contain sufficient information in detail so that Management may determine the relevance and necessity of the data, under current FLRA and court interpretation and precedent. Duplicate data requests will not be filed by the National or Local Union, or by multiple Union representatives. The Union has not waived any rights in obtaining data from the Employer as provided at §7114 of the Federal Labor-Management Relations Statute [Statute].

Section 10. The Union shall make every reasonable effort that to ensure that its representatives and agents are completely familiar with and comply with the provisions of this Master Agreement.

## ARTICLE 7

### 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 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 positions 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 8

### VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer will withhold and promptly remit dues to the Union at the level of recognition whenever standard form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, or its equivalent, has been signed. For the purpose of this agreement, the term dues shall have the same meaning as in 5 USC Section 7103(s)(5), Definitions; application, which states dues means dues, fees, and assessments. Withholding of dues shall be in accordance with the following provisions:

a. Within 30 calendar days following execution, the Parties will establish a compatible computer software exchange to effectuate this Article.

b. Dues will be withheld from the biweekly pay of Unit employees.

Section 2. In addition to the available allotment for Union dues, the Employer will provide an additional 4 allotments for employees. These allotments may be used for voluntary deductions for Union benefits programs such as supplemental insurance, dental insurance, and other plans.

a. Amounts withheld will be according to the amounts specified by the Local Union of which the employee is a member.

b. Deduction of dues will begin with the first full pay period after receipt of the properly executed Personnel Action which will be submitted to the Headquarters, AAFES Payroll Office in Dallas, Texas. The local AAFES Human Resources Office (HRO) shall submit the Personnel Action immediately after receipt of the executed SF 1187 from the designated official.

c. The revocation procedures, which are contained on the SF 1187 form which the employee signs for dues deduction, shall be explained to the employee.

d. The effective date of first payroll deduction for the employee is also considered the anniversary date for purposes of the employee. The employee who wishes to submit an SF 1188 must have been a member of that local for one year. For purposes of submitting an SF 1188, the form must be submitted no earlier than 30 days before the anniversary date. The SF 1188 shall be picked up by the employee from the HRO, and then taken to the appropriate designated Union official who has the authority to sign and approve the document provided it meets the above criteria. The Union shall keep their copy and instruct the employee to return the SF 1188 to the HRO for processing. The HRO will prepare the Personnel Action cancelling Union dues deductions to be effective the beginning of the full payroll period after the anniversary date.

e. The Employer will not unilaterally transfer the dues payment of one Union local to another Union local. The Union reserves the right, through its internal organization, procedures, and operations to transfer memberships within its own organization. The employees in the same local and payroll facility shall continue dues deductions when transferred within the local.

Section 3. Changes in the amount of regular dues may not be made more frequently than once every 12 months upon receipt of a certification from the Union's treasurer. Such changes will be effective no later than 60 calendar days after receipt of the notification. Notification will be submitted to the Employer, ATTN: Chief, Labor Relations Office, Dallas, Texas.

Section 4. The Employer will make the remittance for amounts withheld biweekly. This remittance will be a single check for the net balance of dues withheld. The check will be made payable to the President, American Federation of Government Employees and will be forwarded to AFGE National Office, 80 F Street, N.W., Washington, D.C. 20001. It will be accompanied by a Union Dues Deduction Report containing the following:

- a. Identification of the Local Union employee organization;
- b. Payroll period;

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

Section 5. A copy of the Union Dues Deduction Register, presently known as PCN PR 62-39, or its equivalent, shall be forwarded by the Employer to the Union Council Presidents office. After notification of any errors or mistakes, the Employer shall make the necessary corrections as soon as possible, not to exceed a 30 calendar day period.

## ARTICLE 9

### UNION RIGHTS AND REPRESENTATION

Section 1. The Union, as the exclusive representative of employees in the Unit, is entitled to act for and to negotiate agreements covering all employees in the Unit, and is responsible for representing the interests of all such employees. The Union is responsible for insuring that employees in the Unit understand their rights and obligations under this Agreement, and furnishing current employees a copy of this Agreement. The Employer agrees to make copies of this Agreement available to all new bargaining unit employees at Phase 3 New Hire Orientation.

Section 2. The Employer will recognize the designated Union Representatives and their assigned responsibilities. Each Local Union affected by this Master Agreement will, upon the Employer's request, supply a list of its current officers, stewards and representatives. The Union will be permitted to appoint a reasonable number of stewards and shall utilize on-site representatives where possible. In the absence of an on-site representative in such cases, the Employer agrees to recognize any duly authorized representative of AFGE and any time associated with representational duties will be official time.

Section 3. The Employer will recognize National Union Officials. The Union shall provide an advance notice to the Chief, AAFES Labor Relations Office of visits to be made by National Union Officials to Headquarters AAFES or any other bargaining unit location.

Section 4. The Union has the exclusive right to represent employees in accordance with 5 U.S.C. 7114 (a) (2) (A). The Union will have the right to be notified prior to any formal meeting with Bargaining Unit employees, and will be provided with a reasonable opportunity to be present.

Section 5. Requests For Official Time: It is agreed by the Parties that Union Representatives shall use official time prudently. It is further agreed that Union Representatives have the obligation to request official time, and that supervisors have the obligation to respect such requests, and grant official time in accordance with this Master Agreement.

a. A Local Union Representative, when desiring to perform representational duties during working hours, shall first inform his immediate supervisor of the:

(1) Nature of the representational function. It is agreed that there is no obligation for the Union representative to provide the supervisor with the name of the grievant; however, sufficient information will be provided in order for the supervisor to make an informed determination of whether such representational activity is authorized by this Master Agreement.

(2) Estimated amount of time required.

(3) Location and telephone number of the representational function.

b. Based upon the necessary work to be performed, and the information provided by the representative, the immediate supervisor will:

(1) Release the representative; or

(2) Release the representative, but may adjust the length of time the representative has requested and/or delay the release based solely upon necessary workload requirements. However, AFGE Master Agreement 1998 Page 17 of 93 06/05/03 in no instance will the release be delayed longer than specified in Article Six (6) Section Three (3). As used in this subsection, the term adjust shall mean finding the appropriate circumstances for when the time can be taken and shall not apply to limiting the length of time needed. However, Union representatives are expected to project and request only that amount of official time absolutely necessary to accomplish their representational duties.

c. Such representative will physically report back to his supervisor upon expiration of the official time authorized by subsection b. above, unless the time approved will extend to, or exceed, the end of the workday, and the representative informs the supervisor that such is the case.

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

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

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

Section 6. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Master Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Master Agreement, the Act, or applicable regulation. Management agrees to direct employees to the Union when a complaint or concern is expressed that is not resolved by Management.

Section 7. The Employer agrees to grant:

- a. 60 hours of official time per AFGE location per contract year for Union sponsored training. This time is excluding statutorily guaranteed time associated with wage data collection training. Local unions will be responsible for requesting this time at least two (2) weeks prior to the scheduled training, and providing the local PMO with the Union sponsored training agenda.
- b. A bank of 500 hours per contract year to be jointly administered by the Union's designated spokesperson at the national level and the AAFES Labor Relations Office.
- c. Upon mutual agreement of the Parties, joint contract training of local Union and Management officials may be performed. Such requests shall be submitted to the appropriate local Management or Union official.

Section 8. Solicitation of union membership and dues, and other internal Union business, shall not be appropriate for the use of official time. It is further agreed that time to prepare for, or attend ULP hearings for which they are responsible shall be appropriate for official time under this agreement.

Section 9. Three employees from the Unit, to be designated by the Union, shall be granted official time on an ongoing basis for the term of this Master Agreement. Two employees shall be granted 100% official time, and one shall be granted 50% official time and 50% Leave Without Pay (LWOP). Two of the above employees, to be designated by the Union, will be assigned on an ongoing basis for the term of this Master Agreement to handle Unit matters at the Employers Headquarters in Dallas, Texas. The Union shall advise the Labor Relations Office which of the two will serve as the spokesperson and authorized agent for the worldwide Unit in Dallas, Texas. The Union assures the Employer that the Unit Spokesperson, or temporary designee, will be available at the Employers Dallas, Texas office to conduct national level, day-to-day business of the Unit. The Union has the right to delegate, to other representatives, a particular task; however, such delegation must be in writing describing the task, and may not be further delegated unless the representative becomes physically or mentally incapacitated, or is no longer a representative of the Union.

Section 10. The Employer agrees to grant 50% official time to one Unit employee representative and 25% official time to two Unit employee representatives as designated by the Union. Such designation to be in writing to the Chief, Labor Relations Branch within sixty (60) calendar days of the effective date of this Master Agreement.

Section 11. Representatives of the Union will be provided reasonable and necessary access to Unit employees. After Union representatives properly identify themselves to the appropriate Local Management Official and obtain permission to enter the AAFES facility, they will be provided reasonable and necessary access to Unit employees for representational purposes. Union representatives will notify the Employer prior to entering Employer-controlled facilities to contact Unit employees. Entry will be through the main entrance only, except as otherwise specifically authorized by the Employer. The Employer will not unreasonably restrict access to a restricted area within a facility; a

representative who is not otherwise authorized to enter the restricted area will be escorted by an Employer representative to such area to contact an employee, or the employee will be permitted to leave the restricted area to meet with the Union representative in a timely manner, subject to Section 5 of this Article.

Section 12. The Parties agree to work toward a partnership arrangement. At an appropriate time in the future, and upon mutual agreement of the Parties, AFGE will join with AAFES in forming a Partnership Council, established in concert with Executive Order 12871, Labor-Management Partnerships, dated October 11, 1993.

## ARTICLE 10

### FACILITIES AND SERVICES

#### Section 1. Office Space and Confidentiality.

- a. At locations where there is a Union office available which is not provided by AAFES, employees and representatives will be permitted to utilize that office to conduct necessary representational functions, subject to the provisions of Article 9, Section 5 (Union Rights and Representation) .
- b. At activity locations not covered by a. above, the Employer will make space available to the Union to conduct necessary representational functions. Provision for amount, location, and type of space is appropriate for bargaining at the local level.
- c. Notwithstanding other provisions of this Section, on a case-by-case basis, the Employer will make a reasonable effort to provide employees who wish to discuss a matter with their representative a confidential location to do so.

#### Section 2. Bulletin Board Space.

- a. Bulletin board space will be made available to the Union to effectively disseminate general interest information at each work location. The space will be located in the immediate vicinity where employee notices are normally posted. Space of at least 2 feet x 3 feet in size will be provided at each facility. Additional bulletin board space and its locations are appropriate subjects for bargaining at the local level.
- b. Only designated Union Representatives may post or remove material from the Union bulletin board space. Bulletin boards will not be located in customer contact areas. The Union will not knowingly post false or misleading material, or material that is indecent or scurrilous.

Section 3. The Employer agrees to furnish the Union Spokesperson with a copy of each regulation, Exchange Operating Procedure (EOP), and any other special publication as may be identified from time to time by the Union Business Agent. Updates and changes in the foregoing documents will be provided to the Union Business Agent in a timely manner by the Employer.

#### Section 4. Union use of Employer facilities:

a. At the request of the Union, the Employer will provide the Union with use of space for meetings during non-duty hours when such space is available and within the control of the Employer. The Union agrees to request such space as soon as possible.

b. The parties recognize that it is in their mutual interest to facilitate the Union's organizing efforts by planning such events in advance. Such planning will advance the Employer's interests by minimizing disruption to the conduct of business. Therefore, the Union agrees to provide ten calendar days' notice to the Employer, to cooperate in avoiding interruptions in work, and to avoid scheduling organizing activities during the Christmas shopping season, annual inventory, or other major events. The Employer agrees to cooperate by providing reasonable access to bargaining unit employees in non-work areas during their non-work time. In implementing this accord, the following procedures will be followed:

(1) Upon receipt by the General Manager of a written Union request at least ten calendar days in advance of the first date space is required, the Employer will furnish a room, or a similar space, in the Main Exchange or other Exchange building for the exclusive use of the Union for up to three hours per day, for up to three consecutive days, if such space is available. The Union's request will contain the specific dates and times the space is needed and the names of the Union representatives to be present. The Employer will confirm available arrangements as soon as possible following receipt of the Union's request.

(a) If no suitable room or space exists, the Union will be provided a reasonable number of tables and chairs in the Main Exchange break room for the use of the Union. In such case the Union agrees to limit the number of representatives and their activities so that the activities of employees who choose not to participate in the organizing effort will not be disrupted.

(b) It is understood that Union-furnished food and drinks are permitted, and that the Union will clean up after each day's session and restore the room to its previous condition and arrangement.

(c) Union representatives will enter the facilities via employee entrances shortly before scheduled sessions and depart at the same location after the scheduled activity is concluded. Upon arrival they will announce their presence to the appropriate management official in accordance with Article 9, Section 11.

(2) Access to the employee parking areas of Exchange facilities other than the Main Exchange will be granted for up to three consecutive days, or other space by mutual agreement of the parties, for days and times by mutual consent. In such cases, written notice will be provided the General Manager as provided in Section 4.b above.

(3) After times and dates have been confirmed, the Union will be permitted to distribute informational leaflets and flyers in accordance with Section 5 of this Article, and place a supply of them in employee break areas.

(4) It is agreed that all AAFES employees who are conducting, attending, or otherwise participating in organizing activities described above must do so in a non-duty status.

Section 5. The distribution of Union literature to Unit employees may be done during the non-work time of the employees who distribute the material. It is understood that

reading the literature by Unit employees is to be done in the same manner and under no greater restraints than the Employer imposes on other literature distributed by other groups and organizations in the workplace. For purposes of this Article, meal time and break times are considered non-work time. Material will not be distributed in, or removed to, customer contact areas. The Union agrees that it will not knowingly distribute material which contains false, misleading, scurrilous, or indecent information.

Section 6. During Phase 3 orientation of all new Unit employees, a Union representative will be allowed fifteen minutes to inform the new employees about the Union. The Union representative will be allowed to distribute Union literature, provide names and phone numbers of Union representatives and answer any questions the new hires may have about the Union. If the Phase 3 orientation is scheduled immediately prior to an authorized lunch period, the Union orientation will occur immediately prior to the end of the orientation.

Section 7. At locations where the Union has an office provided by AAFES a telephone will be installed and used for representational obligations. Additionally, the Union will have access to telephones utilized by the Employer for the stated purpose. The cost of long distance telephone calls for the Council will be divided equally between the Employer and Council 235. AAFES will provide an itemized statement to the Council monthly, reflecting all telephone bills. Upon receipt of the statement, payment will be promptly made to the Headquarters, AAFES cashier, with a copy of the paid receipt provided the Chief, Labor Relations Office.

Section 8. In locations where public address or video systems are in normal operation, the Union will be permitted to use the system to announce Union meetings. Such announcements will be brief and informational rather than discursive. The announcement will not be made when it would expose customers of the Employer to the announcement in locations which involve public contact operations.

Section 9. At locations where a Council office is presently furnished by AAFES, the office will meet professional standards and have a minimum of two rooms. The Employer will provide office equipment to include: phone, FAX, electricity, air and heat, access to restroom facilities, and any other matters pertaining to this office will be negotiated at the individual local area.

## ARTICLE 11

### COMMUNICATION

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

Section 2. It is mutually recognized by the Employer and the Union that courtesy, respect, decency and dignity are important ingredients in all working relationships. The

Employer and the Union mutually pledge their efforts to see that working relationships in all matters are conducted in a manner that is consistent with these principles.

Section 3. Upon request from the Union, but no more than 4 times per year, Management agrees to provide the Union a list of the names and work site mailing addresses, and date of hire of all employees in the Unit, and will allow the employees to receive 4 Union mailings per year at the work site. The Employer agrees to mail these mailings through the agency system. In those cases where the mailings have been addressed by the Union, the Employer will make a reasonable effort to distribute the information to the employee. In those cases where the mailings have not been addressed by the Union, the Human Resources Manager will insure delivery to the Local Union, with distribution made by the Local in accordance with Article 10, Section 5 of this Agreement. A proof copy of the material will be provided to the Employer for review one week prior to the planned mailing. Any material will not knowingly contain false or misleading information, or contain other material inappropriate for transmission through the mail. The provisions of this Section apply only to mailings by the Union at the national level of recognition.

Section 4. Bargaining unit employees who have been excused from all duties and approved for 100% official time, or 50% official time and 50% LWOP, in order to conduct Union representation duties will be provided access to a VDT in order to complete approved Computer Based Training, or other similar courses.

## ARTICLE 12

### EMPLOYEE RIGHTS

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

Section 2. The Employer agrees that in the treatment of employees, all provisions of this Master Agreement and the provisions of applicable laws, executive orders and regulations shall be applied fairly and equitably with due regard for each employee's personal dignity and privacy. It is recognized that employees shall have access to all rights, privileges and protection that are afforded by applicable law, regulation and this Master Agreement and that the exercise of such rights by the employee as part of the established employee and Employer-relations program applicable to the Unit, will not adversely reflect on the employee.

Section 3. While employees are encouraged to voluntarily support recognized charities, no employee will be required or coerced to contribute and no discrimination or reprisal will be taken for failure to so contribute. In any case, confidentiality of an employee's decision shall be respected. Nothing in this Section will prohibit employees from taking

up collections for other AAFES employees, provided such collections are nominal in value.

Section 4. An employee will be permitted to contact his Union Representative during work hours to request representation under this Master Agreement as follows:

- a. The employee will notify the supervisor in advance that the employee wishes to exercise this right and the supervisor will make a determination whether the employee can be released based on the workload.
- b. The employee will be informed of the supervisor's determination within 30 minutes of the request.
- c. If the supervisor cannot release the employee, the supervisor will, as soon as possible, give the employee a "time and date certain" when the release can be accomplished. Any delay in releasing the employee will be in accordance with Article 6, Section 3. If an employee's release is delayed, events to which the need for assistance applies, will also be postponed.

Section 5. The Employer agrees that it will not knowingly direct or require an employee to take an action that would violate this Master Agreement or a law, statute, regulation, or executive order applicable to the AAFES.

Section 6. Where an employee is the subject of a security investigation conducted by AAFES, upon completion of the investigation, or that portion of the investigation involving the employee, the employee is entitled to receive, upon request, all documentation pertaining to that investigation which concerns that employee. Portions of documentation or entire documentation which AAFES cannot disclose because of the Privacy Act of 1974 or because it does not control the release of the documents, are not subject to this Section. Personally identifiable information will not be released within the Employer's organization except to persons having a bona fide operational need to know. Where a request for such information is made by a source outside AAFES, the information will not be released unless prior written approval is obtained from the employee, or unless the Employer is required by law or regulation to provide the information, or unless the request is made by a law enforcement agency. The Employer will adhere to the Privacy Act and the Freedom of Information Act.

Section 7. An employee of the Unit who is the subject of an examination/investigation by a supervisor or a representative of AAFES, shall be given the opportunity to have representation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests representation during this examination. Should these developments occur, no further questioning will take place until a representative is present. A notice of this right of representation will be posted annually on the employee bulletin boards.

## Section 8. Employee interviews:

- a. When an employee is to be interviewed as a subject of investigation, the employee will be advised of the substance and nature of the investigation.
- b. The employee has the obligation to answer the Employer's questions concerning the employee's scope of employment and any misconduct witnessed or engaged in by the employee.
- c. Employees will not be interviewed except under circumstances which protect their right to privacy. The Employer will not permit the nature of the employee's absence from the work site to become known except to persons with a bona fide operational need to know.
- d. An employee has the right to receive a copy of his interview statement when it is complete
- e. AAFES investigators may not:
  - (1) Offer immunity from criminal prosecution in return for cooperation with an investigation.
  - (2) Make or imply any promises the effect of which would be to limit the PMOs authority to determine discipline in return for specific information or cooperation.
  - (3) Involuntarily detain people. Associates may take breaks during length interviews and/or request representational advice.

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

- a. Unless there is reason to suspect an individual employee, any search of an employee's person or possessions (personal property, assigned desk/locker/vehicle, etc.) must be part of a generally applied security check.
- b. If the Employer wishes to search an employee's personal belongings or property under the employee's control, the employee must be allowed the opportunity to be present and represented when the search is made.

Section 10. An employee is under no requirement to report off-duty activities to the Employer except as provided in paragraph 1-26 of AR 60-21/AFR 147-15. However, employees who regularly drive a motor vehicle as part of their employment must report any moving violations, whether on or off duty.

Section 11. Whistle-blower Protection: Employees have the right to disclose information which they reasonably believe evidences a violation of any law, rule, or regulation; mismanagement; a waste of funds; an abuse of authority; or a danger to public health or safety. Employees shall not be subject to reprisal for the lawful disclosure of such information.

Section 12. Hotline tapes will not be released to Management officials and supervisors outside of Safety and Security channels.

Section 13. Any investigation of a current employee's previous employment, medical, or other personal history will be limited to information which is directly related to the

employee's scope of employment. This will not preclude Management from making and completing pre-employment investigations.

Section 14. Promissory Notes and Last Chance Agreements: When a promissory note or a "last chance" agreement is used, the following shall apply:

- a. The employee being interviewed and/or requested to sign or agree to a promissory note, or a "last chance" agreement shall have the right to have a duly authorized Union representative present for such investigation. If the local Union representative is not available, the employee will be allowed to contact the national union office or, at the discretion of the investigator, delay the matter under the provisions of Article 6, Section 3 of this Master Agreement.
- b. Employees will be informed of their rights regarding promissory notes and "last chance" at the time they are requested to sign the document.
- c. No promissory note will be issued for more than the actual amount of specifically alleged and/or observed infractions, the amount of which is agreed upon by the employee and the investigator.
- d. In order to become effective, "last chance agreements" must be signed by the employee, the Union representative, and a Management representative.

## ARTICLE 13

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer will maintain an aggressive affirmative-action program to insure that personnel policies, practices, and working conditions are free from discrimination as prescribed by law.

Section 2. The Employer agrees to provide the Union a copy of statistical minority employment information and other similar documents concerning policies and programs for equal opportunity, to include the Employer's Affirmative Action Plan, which are developed for publication and which affect employees covered by this Master Agreement. Where mutually agreed, and determined locally necessary, the assistance of the EEOC may be requested in providing on site, cost free training for Union stewards and appointed EEO counselors.

Section 3. The Union will assist the EEO Officer by annually recommending employees to serve as Counselors. The Employer agrees to consider all of the Union's nomination recommendations. Upon request, the Employer will notify the Union of the reasons for non-selection. Training for Counselors will be in accordance with ESM 12-1, paragraph 2-5(c) which is currently in effect.

Section 4. The Employer will post the names and office locations of the EEO Counselors on the official bulletin boards along with a copy of the EEO regulations and complaint procedures. The Servicing Human Resources Office will furnish employees, upon their request, a copy of AAFES Training Pamphlet 1100, "How EEO Operates in

AAFES." The Employer further agrees that insofar as is practicable, pre-complaint counseling will be completed and the final interview will be conducted within 30 calendar days. The Notice of Final Interview letter will be given to the complainant and will contain instructions on how and where to file the formal complaint. Once a formal complaint has been filed, the investigation will be conducted in compliance with applicable law and regulation.

Section 5. An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by a representative of his choice, if the employee desires a representative. If the employee selects a Union Representative to represent him in the EEO complaint, the Union Representative has a right to attend any subsequent meeting, hearing, investigation, or discussion involving the employee concerning the complaint. An employee and his representative, if the representative is an AAFES employee, shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal.

Section 6. An employee's representative will be furnished a copy of cover letters, decisions and other official correspondence sent to the employee in the course of the processing of an EEO complaint. Further, it is agreed that complaints will be processed in accordance with the procedures of the Equal Employment Opportunity Commission.

Section 7. Persons who allege, or participate in allegations of, discrimination against the Employer will be free from restraint, interference, coercion, discrimination, or reprisal from the Employer or its representatives.

Section 8. The specific formation, participation, and implementation of the Federal Women's Program Committee, the Hispanic Employment Program Committee, and any local EEO Advisory Council will be a topic appropriate for negotiation.

Section 9. The Employer agrees to a demonstration project at a single location, which will include joint training of Union representatives and AAFES EEO counselors, and establishment of a local EEO Advisory Council to be comprised of equal numbers of Union and Employer members. The purpose of this Advisory Council will be to jointly explore EEO concerns of the Employer and bargaining unit employees, and to propose solutions.

## ARTICLE 14

### EMPLOYEE DEVELOPMENT AND TRAINING

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

Section 2. Employees will be trained in the proper performance of their assigned tasks. Training is an inherent part of the work situation. Effective training teaches the

employee what he must do, improves understanding of why work must be done, provides additional skills and techniques and motivates the employee to do the job to the best of his ability. Training is an integral and inseparable responsibility of all supervisors. This responsibility includes the obligation to develop, on a day-to-day basis, the competence needed to assure effective employee performance.

Section 3. All employees will have equal opportunity to avail themselves of training and development resources which are provided by the Employer. Career counselor(s) will be appointed at each bargaining unit location. The counselor(s) will provide career guidance and information regarding training opportunities when requested by bargaining unit members who have completed their probationary period.

Section 4. Supervisors or other Employer officials designated by the Employer will identify, for each current employee upon request and for new employees who pass their probationary period, available training that can aid in achieving career advancement within AAFES and achieving maximum performance and efficiency in the current position. In addition, in accordance with the provisions of Exchange Operating Procedure 20-1 dated November 1994, the Employer agrees to furnish Employer-approved job-related development courses and materials which are:

- a. Designed to improve the employee's abilities to perform his job; or
- b. Jobs in other career fields where the Employer has determined that a present or future need exists.

Section 5. The Employer will record Employer-approved and accomplished training in the employee's Official Personnel File, as well as a record of training completed outside of AAFES which the employee furnishes to the Human Resources Office.

Section 6. Employees will not be required to train other employees except as it relates to the fundamental requirements of the position the employee holds, or a position the employee has held. Employees who do conduct such training, and do so effectively, shall be recognized for those efforts through positive counseling, favorable remarks on their performance reviews or recognition through special recognition programs. Supervisors will give appropriate consideration to an employee's workload when assigning an employee to train another employee.

## ARTICLE 15

### JOB DESCRIPTION

Section 1. A job description is an official document that reflects the major, grade controlling tasks which are performed. In addition, it contains a description of regular and recurring duties and responsibilities assigned which describe the type of work performed and the qualification requirements of the position. Standard job descriptions are used; the fact that an employee does not perform all of the listed duties, or the fact that all of the duties are not listed, does not necessarily invalidate the job description.

Section 2. Employees will be provided job descriptions as soon as possible after entry into each position and at such time as the job description is changed. Employees will receive replacement copies, upon request. The employee's signature on the job description will not prevent the employee from challenging and pursuing the accuracy of the duties and responsibilities listed in the employee's job description.

Section 3. Employees are encouraged to review their job description and discuss it with their immediate supervisor or other appropriate management official at any time. If, after reviewing the job description, an employee believes that something should be added or deleted, the employee may submit such request in writing to the immediate supervisor as follows:

a. A written statement specifying the areas of disagreement must be provided the immediate supervisor within fifteen (15) calendar days of reviewing the job description with the supervisor.

b. The supervisor will review the employee's written statement, the job description, and actual duties performed.

(1) If the supervisor determines that the job description inaccurately represents the actual major duties performed, the matter will be referred to the Human Resources Manager for determination within fifteen (15) calendar days. A desk audit will be conducted, where appropriate. The employee will be advised by the Human Resources Manager, in writing, of the determination.

(2) If the supervisor determines that the job description is accurate, the employee will be so advised.

c. In accordance with Article 43 (Grievance Procedure), the employee or the employee's representative may pursue disputes concerning the accuracy of the major duties and responsibilities as reflected in the job description. However, disputes relating to grade, title, occupational grouping or series assigned to his position, are specifically excluded from this procedure.

Section 4. The Employer specifically reserves the right to assign work, and nothing contained in this Article shall be interpreted or applied otherwise.

Section 5. Nothing in the Sections above preclude the Union from involvement, for representational purposes, in the processes above.

## ARTICLE 16

### CLASSIFICATION AND PAY

Section 1. The pertinent provisions of FPM Supplement 532-2 and DoD 1401.1-M, will apply to classification and pay administration for Unit employees, except as otherwise provided in this Master Agreement.

Section 2. The provisions of public law 92-392 provides for the setting of rates of pay for Crafts and Trades employees. Employees of the bargaining unit who are classified as

Universal Annual (UA) shall be paid in accordance with the Performance-Based-Pay plan outlined in Chapter 12 of EOP 15-10. Unit employees who are classified as Hourly Pay Plan (HPP), other than Crafts and Trades employees, shall be paid in accordance with the Pay-for-Performance plan outlined in EOP 15-21.

Section 3. Where applicable, employees will be paid under the provisions of the Fair Labor Standards Act, or provisions of Title 5, U.S.C., whichever results in receipt of the highest pay.

Section 4. Non-income-generating (noncommission) hours are the hours commission-paid employees spend on management-assigned jobs or duties and for which they receive the scheduled rate of pay authorized for their assigned grade and step instead of the commission rate. Local managers or supervisors will determine when non-income-generating hours are to be used. The following are conditions or situations over which commission-paid employees have no control, which prevent them from earning commission wages. The following will be designated non-income-generating hours:

- a. The employee is assigned work for which commissions are not earned and which are outside of and unconnected to duties which produce income. Examples include product preparation or general housekeeping duties in a central kitchen or food sales facility.
  - b. The employee is assigned administrative tasks.
  - c. The employee is required to attend a training session.
  - d. Basic equipment or work area isn't available because of breakdown, renovation, flooding, fire, etc.
  - e. Administrative leave (death in family, etc.). Non-income-generating (noncommission) hours are recorded on the time sheet as both regular and holiday hours.
  - f. Any period of preventive or actual maintenance performed on the vehicle or equipment used by a commission paid employee which exceeds one hour.
  - g. On a regular basis, commission hours worked should be at least 90% of the scheduled workweek hours, except for periods of authorized leave or for periods of AAFES-required training.
- (1) Where commission earnings regularly fall below the employee's fringe benefit rate, Management will review customer shopping patterns, mobile routes, and workload, as appropriate, in order to improve sales, where possible.

Section 5. HPP employees will be eligible for shift differential pay without regard to the employee's employment category:

- (1) Amounting to 7 ½ percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 1500 and 2400 hours, and
- (1) Amounting to 10 percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 2300 and 0800. When authorized shift differential is payable for the entire shift. A majority of hours for purposes of this paragraph is a number of whole hours greater than one-half of the regularly scheduled (nonovertime) shift, to include meal breaks of 1 hour or less. (For

example, an employee must work 5 hours of a scheduled 8-hour shift during the period covered by night differential to qualify for payment).

(1) Shift differential will be included as a part of the rate of basic pay in the computation of overtime pay, holiday pay, Sunday premium pay, sick leave, vacation leave, and lump sum payments for vacation leave only.

Section 6. Sunday premium pay of 25% of the rate of basic pay is paid to temporary full-time and regular full-time employees for regularly scheduled work performed on Sunday within the basic 40-hour workweek.

Section 7. Crafts and Trades, as defined in Public Law 92-392, employees will be entitled to Environmental Pay in accordance with FPM Supplement 532-2.

Section 8. The provisions of paragraphs 4-44 through 4-47, AR 60-21/AFR 147-15 will apply to job grading appeals, in accordance with the following: if an employee does not agree with a supervisor's informal explanation of a job grade, the Employer will make available to the employee the job standards, position description and analysis of the classification action before the employee files an official appeal at the First Review Stage.

## ARTICLE 17

### LOCALITY WAGE SURVEYS

Section 1. Participation by the Union in such wage surveys shall be according to the procedures in FPM Supplement 532-2, Federal Wage System – Non-Appropriated Funds Employees.

Section 2. Under the provisions of PL 92-392, the Department of Defense Wage Fixing Authority conducts locality wage surveys and prescribes wage schedules for all NAFI employees. With regard to the conduct of wage surveys, the following will apply:

(1) Management will ensure that the appropriate levels of supervision are aware of the obligations of wage survey committee members to participate in committee meetings, review and collect data, and will encourage cooperation to this end.

(2) In those areas where an AAFES employee is the chairman of the Local Wage Survey Committee, the local union will be notified in writing at least 15 calendar days in advance of the date, time, and location of the local pre-survey hearing. Upon request, the local union will be afforded the opportunity to present comments, requests, and suggestions regarding the survey and to receive a copy of the consideration and disposition of matters raised at the hearing.

## ARTICLE 18

### PERFORMANCE REVIEWS

Section 1. Employees shall be formally evaluated at least annually by regular performance reviews as required by AR 60-21/AFR 147-15 or EOP 15-10. It is understood that the current forms used to evaluate employee performance will continue to be utilized. Should the Employer propose the use of a different form that would impact bargaining unit employees conditions of employment, notice would be given in accordance with Article 5, Section 1 of this Agreement, and the Union retains the right to bargain any such proposed change as provided in that Article and Section.

Section 2. The Employer agrees that:

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

b. The objectives of the above policy are to:

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

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

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

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

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

(6) Use the results in determining retention of individuals during a RIF action; and (7) Use the results in determining promotions.

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

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

Section 5. The supervisor will discuss the performance review with the employee prior to making it a part of the employee's record. A copy of the evaluation will be given to the employee.

Section 6. An employee who objects to any aspect of a performance review may grieve the evaluation. The Negotiated Grievance Procedure shall be the sole and exclusive procedure available to an employee for the resolution of disputes regarding performance reviews.

Section 7. The original copy of the official performance review will be kept in the employee Official Personnel Folder. If the employee challenges his PER, no documentation of challenge of the PER will be kept in the official personnel file. Only the final PER will be in the employee's Official Personnel Folder.

Section 8. An employee whose performance is unsatisfactory will be provided with written notice of how the performance has been unsatisfactory, to include specific examples of performance deficiencies. The employee will be given a warning period of at least 30, but no more than 90, calendar days to bring performance up to acceptable standards. During this warning period, the Employer will provide training and on the job assistance to help the employee improve performance deficiencies. At the conclusion of the warning period, a performance review will be prepared to indicate how the employee performed during the warning period.

Section 9. Significant accomplishments recognized through the AAFES Incentive Awards Program will be documented in the performance review.

## ARTICLE 19

### PROMOTIONS

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

Section 2. There will be no discrimination in promotions or selection for positions because of age, race, sex, color, creed, physical and mental handicap, political

affiliation, marital status or national origin, or membership in or activity on behalf of the Union. The promotion procedures contained in Exchange Operating Procedure (EOP) 15-10 will be followed, except where inconsistent with the provisions of this Master Agreement.

Section 3. JOB POSTINGS: Regular full-time, regular part-time and Intermittent HPP non-entry level positions will be posted for at least 5 calendar days on a Job Vacancy Announcement, AAFES FORM 1200-94. For purposes of this Agreement, "Entry level positions" are defined as those that do not offer the candidate promotional opportunities, wage increases, increased work hours or other benefits such as those associated with regular part-time and regular full-time categories. The posting will contain the minimum qualifications from the job description for the job posting. The selecting supervisor may lower qualifications only before the vacancy is announced or after a sufficient number of fully qualified candidates can't be found. Employees interested in applying for vacancies will fill out an Application for Job Vacancy/Referral for Interview, AAFES FORM 1200-102, and bring it to the Human Resources Office (HRO) before the posting period is closed. Additionally, employees going on leave for 1 week or more may file a notice of request with the HRO to be considered for vacancies which may occur while they are on leave. Where the Local Union official has made a written request, a copy of each vacancy announcement will be provided.

Section 4. Employees will be selected for promotion on the basis of performance, potential and length of NAFI service in that order of importance. Numerical scores will be computed in accordance with the numerical ranking criteria established in EOP 15-10. For purposes of determining scores for potential and service, the employee will receive:

- a. Credit for monetary awards given to the employee for outstanding performance or accomplishments. Special Recognition Awards (SRA) are excluded.
- b. Credit for AAFES Professional Development Program courses and formal AAFES training courses the employee has completed, as well as employee initiated courses credited in the Official Personnel File.
- c. Credit for all periods of AAFES and NAFI Service, regardless of category.

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

Section 6. A list containing the top 5 candidates, who have been properly ranked and certified, will be referred to the selecting official for appropriate selection action consistent with AAFES regulations. The Union will be provided a copy of the list which is forwarded to the selecting official upon request.

Section 7. Interviews must be job related to the position being filled and must be reasonably consistent and fair to all candidates. All candidates will be interviewed in private and by no more than one Management official at a time. The candidate's records will be available for review during the interview session, and the selecting supervisor will closely consider each candidate's AAFES and related experience during the selection process.

Section 8. Those employees who apply for a position vacancy posted under Section 3 of this Article who are not selected will receive the returned AAFES FORM 1200-102 with the reasons for non-selection appropriately indicated in Part 4, and should obtain further information concerning non-selection from the HRO or the selecting supervisor.

Section 9. With respect to an employee's official records:

- a. The Union agrees to encourage employees to periodically review and update their Official Personnel Folder (OPF) to ensure that it has current and accurate information.
- b. It is agreed that an employee and his representative designated in writing shall have the right to examine his Official Personnel Folder (OPF), position description or counseling records maintained by the Employer during normal duty hours. Should copies of documents contained in the employees OPF be necessary, the Union representative will first review the OPF and identify those documents which are relevant and necessary to perform his representational functions. Copies of those documents will be provided the Union at no cost.

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, Management should fill vacant positions from the RIF roster without posting.
- b. Employees in the Unit 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 with the activity, if the employee meets the basic qualifications of the position vacancy.
- c. Human Resources Managers may, outside the competitive selection process, place applicants with targeted disabilities or applicants who have been terminated due to a workers' compensation injury directly into positions for which they are qualified. The employee must have a doctor's release to return to work.

Section 11. AFGE Employee Referral: Separating employees who are relocating to any other AAFES location, upon the request of the employee, will be referred to the Human Resources Office at the new location for continued employment consideration.

- a. The Human Resources Office will assist the employee in completing any required documents to initiate eligibility for referral.
- b. Appropriate documentation will be forwarded expeditiously to the new location.

c. Regular full-time and Regular part-time employees referred in this manner shall be considered as Category 1 applicants at non-AFGE locations. All employees referred in this manner, to include Intermittents, shall be considered as Category 1 applicants at all AFGE locations.

## ARTICLE 20

### JOB EXCHANGES

Section 1. If two bargaining unit employees with the same job title, category and grade desire to trade jobs with each other, they will notify the Human Resources Manager in writing. If both employees possess a minimum of an above average current performance review rating, the request will be implemented as soon as operationally feasible upon approval of both supervisors.

Section 2. If two bargaining unit employees desire to trade jobs with each other who do not meet the full criteria above, they will notify the Human Resources Manager in writing. Providing that both respective supervisors concur, and that both employees are fully qualified for the other position, the transfer will be implemented as soon as operationally feasible.

## ARTICLE 21

### DETAILS AND TEMPORARY PROMOTIONS

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

#### a. Definition:

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

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

Section 2. When a temporary assignment is to a position of like grade or a grade lower than the grade the employee is presently holding, the employee may be detailed to temporarily perform the duties of this job, ordinarily for a maximum period of 60 calendar days. The Employer agrees that any employee detailed to perform the duties of a higher paid position for more than 14 consecutive calendar days to which a temporary promotion would be appropriate will be temporarily promoted to the higher

paid position beginning with the first day of pay period following the temporary assignment.

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

Section 4. A list of all detail assignments for which a Personnel Action is prepared, indicating the persons and positions vacated and filled, will be provided to the Local Union, upon request, at least once quarterly.

Section 5. Temporary promotions and details of over 14 consecutive calendar days will be recorded in the employee's Official Personnel Folder.

Section 6. Employees who perform satisfactorily while in a temporary promotion will be given first consideration for permanent promotion. Details and temporary promotions shall not be used to avoid proper staffing within the bargaining unit. The length of assignment for details and temporary promotions will be in accordance with Exchange Operating Policy (EOP) 15-10.

## ARTICLE 22

### CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. Except in emergency situations, the Employer agrees to inform the Union prior to contracting out work normally performed by bargaining unit employees, having an impact upon Unit employees, as soon as possible, but at least 30 calendar days in advance of the solicitation for contractual services. Upon request by the Union, the Parties will meet and negotiate with the Union in accordance with applicable law concerning the impact on Unit employees. The Employer will be mindful of its obligation to bargain in good faith prior to proceeding with implementation of the respective contracting out.

## ARTICLE 23

### 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 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 at the National level, but does not preclude negotiations at the Local level on other arrangements for employees adversely affected by the RIF action.

Section 2. When it is determined that a reduction-in-force is necessary, the Employer will notify the Union 60 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 Union will be afforded a reasonable opportunity to review and comment on the RIF Retention Rosters before the RIF plan is finalized. The Union will also be given the opportunity to review and comment on the RIF plan before advance notice letters are issued. Errors identified by the Union in the RIF Retention Roster and/or RIF plan will be corrected prior to the issuance of final notice letters. 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. Demands to bargain under this Article must be made in accordance with the provisions of Article 5, Section 2 of this Agreement. It is the goal of the Parties that any such bargaining shall be completed so as to allow the Employer to implement RIF actions within the 60 days' notice provided the Union under Section 2 above. Nonetheless, the Parties agree that, regardless of the status of negotiations, the Employer may implement RIF actions on or after the 60th day of the notice period. However, in such cases, the Parties agree to continue negotiating in good faith until agreement is reached.

Section 4. 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 for UA employees shall be computed in accordance with the Basic Regulation. Retention scores for HPP employees shall be computed on the basis of the total of the scores for performance, and length of DoD Nonappropriated 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 60 days prior to the effective date of the RIF.
- b. One point for each full year of AAFES and 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 implement the following actions where appropriate:

- a. Initiate a hiring freeze on new employees.
- b. Curtail conversion of temporary employees to regular employees.
- c. Separate temporary and probationary 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.

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/her OPF, the burden of producing supporting documentation shall rest with the employee, after the Employer has made every reasonable effort at verification.

Section 6. By highest to lowest grade, when two or more grades are involved, HPP employees with the highest retention score will be considered for placement as provided below. UA employees will be considered for placement in accordance with the Basic Regulation. Employees with the highest retention score will have preference in placement over employees with lower retention scores in the same grade level and job series.

- a. Continuance in the same position.
- b. Lateral local transfer to a vacant position.
- c. Lateral local transfer to a position held by a probationary employee, or to a position held by an employee with a lesser category (i.e., RFT to RPT; RPT to INT) and lower retention score.
- d. Downgrade local transfer to a vacant position.
- e. Downgrade local transfer to a position held by a probationary employee.
- f. Separation.

Section 7. Regular full-time (RFT) and regular part-time (RPT) employees shall be given thirty (30) calendar days' notice of transfer, downgrade, or separation. Intermittent employees shall be given seven (7) calendar days' notice of transfer, downgrade, or separation. The notice will include the action to be taken, the effective date, and salary retention information. Employees who are assigned new duties as a result of a RIF are to be afforded the same familiarization opportunities as would apply to any other appointment to the new position or duties.

Section 8. 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 two (2) years after the reduction in force, providing such employees maintain an application on file with the Human Resources Office and respond to a letter sent to the address of record within ten (10) 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 to positions for which they qualify in order of RIF retention score; the employee with the highest RIF retention score being reinstated first.

Section 9. The Parties agree to the following arrangements for employees affected by RIF:

- a. The Employer will conduct at least one seminar during working hours for all affected employees regarding benefits available to them, including reinstatement eligibility, the AAFES Group Insurance Continuation Program, the Portability Act, severance pay, pay retention, unemployment compensation, 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 seminar 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 the 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. 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.
- e. 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.

f. 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 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/her reinstatement eligibility.

g. 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 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 4 weeks' pay. The Employer agrees that severance pay will be paid to affected employees two weeks following the final pay check.

h. 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 3 years participation in the Retirement Plan. Employees with more than 3 years participation must request a refund through the Human Resources Office.

i. 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.

j. Employees who have been identified for separation due to RIF will be allowed a reasonable amount of Administrative Leave for scheduled employment interviews, provided the employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.

k. In the event that a position, deleted during a RIF action, is reestablished within one (1) year after the effective date of the RIF, and the incumbent remains employed at the same Exchange location, the Employer agrees to place the employee into the position provided they remain qualified. Situations involving employees who have been separated as a result of RIF will be handled in accordance with Section 8 of this Article.

Section 11. INSTALLATION CLOSURE: In the event of an installation closure which results in the closure of all AAFES facilities on, or in the surrounding area, and the RIF of all assigned employees, the following exception to authorized severance pay will apply for the conduct of the RIF for all assigned bargaining unit employees:

a. One week's base pay for each year of continuous creditable service for the first 10 years; two week's pay beyond the first 10 years.

b. Partial credit for each full three months of continuous regular service as follows:

(1) If less than 10 years, the entitlement is 25 percent of one week's pay for each full three months of service.

(2) If greater than 10 years, the entitlement is 25 percent of two week's pay for each three months of service.

## ARTICLE 24

### HOURS OF WORK

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

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

Section 3. The regularly scheduled workweek will not exceed 40 hours. Except where inconsistent with operational need, the hours scheduled will not exceed 8 hours per workday and will not be scheduled for more than 5 days in an administrative workweek. The regularly scheduled workweek will not include hours on more than 6 consecutive days or include more than 10 hours on any 1 workday. The only exceptions to the provisions of this section are during annual inventory, during a directed inventory as the result of fire, forced entry, suspicion of theft or other such compelling reasons, and in the schedules of over-the-road drivers. Except in cases of emergency, or when acceptable to the employee, no employee will be required to work a shift with a break or division between scheduled hours of more than one hour and fifteen minutes. No employee will be required to report to work earlier than 10 hours after completion of a scheduled shift.

Section 4. Frequent Changes of the regular scheduled workweek will not be made. The employee's regularly scheduled workweek is defined as the established routine hours to be worked. Frequent changes to the work schedule are defined as more than 2 changes during any 4 consecutive administrative workweeks. Except in cases of operational need, changes in the regular scheduled workweek will be posted on employee bulletin boards, at least 1 week prior to the effective date of the new schedule. The Union will be provided upon request, a copy of schedule change, no later than 24 hours prior to the time the new schedule is posted. In regard to the work schedules of intermittent employees, changes in the routine schedule, to include the number of hours, may be made for operational reasons, with 1 week prior notification to the affected employee. Employees who have disputes over proper notification or equitable scheduling will be given the opportunity to consult with a Union Representative upon request. Management will consider legitimate requests for reconsideration for personal needs, such as childcare, etc. Whenever operationally feasible, employees will be allowed to "trade" schedules to accommodate such personal needs.

Section 5. In order to alleviate the adverse effects on employees who are called in to work on an irregular basis, the following arrangement will be applied. Normally, no employee will be required to work less than 3 hours in one workday unless a shorter period is acceptable to the employee. The Employer may solicit volunteers to accept shorter hours when necessary due to operational requirements. When there are no qualified volunteers willing to work less than 3 hours, employees may be required to

work less than 3 hours; however, eligible employees will receive the equivalent of 3 hours pay.

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

Section 7. Rest Periods: Except when clearly inconsistent with operational requirements, employees working 6 hours or less will have one 15-minute rest period and employees working more than 6 hours will have two 15-minute rest periods during the workday. Rest periods will be taken at the times designated by the supervisor and, insofar as is consistent with operational requirements, will be scheduled as near the middle of each half of an employee's shift as possible, and will, operating requirements permitting, be uninterrupted. Rest periods are considered as time worked. Additional personnel will not be assigned to allow employee rest periods.

Section 8. Specific application of Sections 6 and 7 may be, if requested by either party, negotiated locally.

Section 9. Beeper Pay: Employees who are required to carry an electronic paging device (beeper) while off duty will receive compensation at the rate of 7.5% of their base hourly rate of pay for those hours during which:

- a. They are restricted in their off-duty movements; and
- b. They are required to return to work or perform work when paged.

## ARTICLE 25

### OVERTIME

Section 1. Overtime is defined as time worked by non-exempt employees in excess of 40 hours during the administrative workweek or more than 8 hours during a workday. All authorized work performed in excess of 40 hours in any one administrative workweek or 8 hours in any workday, as applicable according to appropriate regulations, shall be compensated for at 1½ times the employee's regular rate of pay. To be considered work time for overtime purposes, the employee must be told, suffered or permitted to work by Local Management.

Section 2. Overtime shall be distributed equitably among employees of the same job classification. Local Management will provide the Local Union, upon request, necessary

pertinent information concerning overtime hours worked to aid in resolving alleged inequities in overtime distribution within a particular job classification. It is agreed that records of overtime worked will be maintained by Local Management and shall be disposed of in accordance with applicable regulations governing records disposition.

Section 3. Upon receipt of a timely request, an employee will be excused from a planned overtime assignment provided another employee in the section or activity affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following his will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

Section 4. Employees, other than crafts-and-trades employees, called in to work outside of and unconnected with their basic workweek shall be paid a minimum of 3 hours pay, regardless of whether the employee is required to work the entire 3 hours. In addition thereto, any employee called in to work on shifts outside his basic workweek should be promptly excused upon completion of the job which he was called in to perform.

Section 5. When overtime work is required, it will be determined to fall within 3 categories: scheduled, unscheduled (emergency) and voluntary, and will be administered under the following conditions:

- a. Scheduled overtime will require that employees are given at least 1 week's notice to prepare themselves for the overtime assignment.
- b. Unscheduled (emergency) overtime. In order to alleviate the adverse effects on employees who are required to work unscheduled overtime, the following arrangement will be applied. An employee will not be required to work overtime without at least 1 days' notice, except in a true emergency or in a true business emergency. In such cases, qualified volunteers must first be sought to accomplish the required assignments. If no qualified volunteers are available, mandatory overtime shall be assigned and rotated on an equitable basis amongst qualified employees.
- c. Overtime, without advance notice, subject to Local Management approval, may be worked on a voluntary basis.

Section 6. Employees will not be required to work additional hours during the workweek and be authorized to come in at a later time or leave earlier another day during the workweek to compensate for the additional hours.

Section 7. Employees who work overtime during the basic workweek will receive a paid break of 15 minutes (20 minutes for a meal break) for each 2-hour period worked in an overtime status after their regularly scheduled workday.

Section 8. Subject to regulations governing pay administration under the Fair Labor Standards Act and payment of daily overtime, no employee will be requested, allowed or permitted to perform work prior to or after regularly scheduled hours without compensation.

Section 9. The provisions of this article regarding overtime for time worked in excess of 8 hours in one workday or 40 hours in an administrative workweek may be suspended where the Parties agree upon the implementation of flexible or compressed work schedule programs. However, employees will be paid overtime for any hours in excess of those hours scheduled in any one day under a flexible or compressed work schedule program.

## ARTICLE 26

### ANNUAL LEAVE

Section 1. For the purpose of this Master Agreement, annual leave is leave which is granted for the purpose of rest to maintain employee morale and to attain maximum efficiency and productivity from employees. Therefore, employees will be encouraged to take accrued annual leave.

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

#### Section 3.

- a. Employees with less than 3 years of service will accrue 5 percent of the total regular hours worked excluding overtime hours.
- b. Employees with 3 years but less than 15 years of service will accrue 7½ percent of the total regular hours worked (excluding overtime). Except for the final biweekly period of the fiscal year, it will accrue at a rate of 12½ percent.
- c. Employees with more than 15 years of service will accrue 10 percent of the total regular hours worked (excluding overtime).
- d. Annual leave accrued while on sick or annual leave is credited to the employee's account at the end of the pay period in which accrued.
- e. Creditable service should include all prior DoD NAFI service as a regular full-time or regular part-time employee; temporary full-time and temporary part-time employees converted to regular full-time or regular part-time shall be given credit for temporary service.

Section 4. Each employee must apply for approval of leave. Applications for leave will be submitted no later than 30 days in advance of the requested period if firm dates are needed. In such cases, the leave approval official will not delay the request, but will respond within a reasonable period of time. When the Employer finds it necessary to cancel previously approved leave and/or deny the specific period requested by an employee, the reasons for such action will be explained in full to the affected employee and noted on the leave request form. In such cases, the employee and the supervisor, as soon as possible, will agree on a new schedule for the leave. Supervisors will notify a reassigned or transferring employee at the time of the transfer if previously scheduled leave cannot be taken. If an employee has obtained approval for leave under the circumstances indicated in this section and should it later become necessary for the employee to work during the period for which leave has been approved, the employee must be advised at least 5 calendar days prior to the first day of approved leave. Otherwise, the employee will be permitted to take the leave as planned, or the employee will be then be given first choice of equivalent leave within 90 days.

Section 5. An employee will be authorized payment for annual leave, if requested, when the employee will be on leave 5 working days or longer and will be on leave on the normally scheduled payday.

Section 6. Employees administered under the UA Salary Plan and who have accepted the conditions of mobility may not have more than 360 hours of accrued leave at the end of the at the end of the appropriate annual leave cutoff date, and other Unit employees may not have more than 240 hours of accrued leave at the end of the appropriate annual leave cutoff date. Management agrees to make every reasonable effort to assure that employees receive their leave within the fiscal year. If an employee is precluded from taking scheduled annual leave due to operational requirements, any leave balance above the maximum may be carried over for 1 year. First annual leave taken the following year will be the carryover leave.

Section 7. On separation, employees will be compensated for accumulated annual leave at the rate of pay which is applicable immediately prior to separation or involuntary change in maximum accrual.

Section 8. For determining the leave accrual rate for periods of military service, the provisions of AR 60-21/AFR 147-15 will apply.

Section 9. Annual leave will not be imposed as a disciplinary measure nor will it be a factor in ratings for promotion .

Section 10. Employees shall be granted time off to observe religious holidays of their faith if their absence will not unduly hamper facility operations. Such time off will be charged to annual leave, if available, or leave without pay.

Section 11. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval or the use of annual leave may not be presumed by the

employee. The employee must attempt to contact his supervisor or the supervisor's previously-designated representative either personally or by phone as early as possible, but not later than the end of the first 1 hour of the regular work shift to obtain approval of the use of annual leave. A timely request for approval of leave requested under emergency circumstances will be granted, provided the employee has a sufficient amount of leave accrued.

## ARTICLE 27

### SICK LEAVE

Section 1. Regular full-time and regular part-time employees will accrue sick leave at a rate of 5% of the total straight time worked.

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

Section 3. Sick leave, if available, shall be granted to eligible employees incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinements; or for medical, dental or optical examination or treatment; or where a member of the employee's household has a contagious disease ordinarily subject to quarantine, and which might endanger the health of others where the employee works. Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of illness or as soon thereafter as possible.

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

Section 5. A medical certificate from an attending physician for periods of sick leave of 3 consecutive workdays or less will not be required unless there is a reason to believe that the employee has abused sick leave privileges, and then only upon specific approval of the second-line supervisor or higher authority. Normally, in such cases, the employee will first be advised, through documented, initialed counseling, that, because of his questionable sick leave record, a medical certificate may be required. If this does not bring about improvement in the employee's sick leave record, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. Nothing herein is intended to waive the Employer's right to take appropriate corrective action in those cases involving misrepresentation or misuse of sick leave, or to affect the employee's right to contest such action.

Section 6. All cases requiring a medical certification for each absence shall be reviewed by the next higher-level supervisor to determine whether such requirement can be eliminated. This review will take place at the end of 6 months from date of official written notice requiring a medical certificate and every 6 months, thereafter, if it has not previously been rescinded. Should Management fail to make the review and recommendation, the sick leave certification requirements will be automatically rescinded at the expiration of 6 months. Following each formal review, the employee will be notified whether the restriction is to be lifted or to be continued on the basis of his sick leave record. The employee may request the presence of a Union Representative at the formal review. Management decisions regarding continuance may be grieved.

Section 7. Official written notice of abuse of sick leave shall not be issued on the basis of absences claimed on sick leave which have been documented with a medical certificate from an attending physician certifying to the Employer the employee's incapacity for duty. The Employer agrees that an employee's legitimate use of sick leave for the reasons listed in Section 3 of this Article will not be used as a basis of concluding that an employee has abused sick leave under Personnel Evaluation Report (PER) Form 1300-2 (Rev Nov 81). Unless sick leave abuse has been documented under Section 5 of this Article, the supervisor will not initial the "Absenteeism/Tardiness" block of the employee's PER Form 1300-2.

Section 8. When an 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 certifying 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 procedures outlined in the 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 or higher authority. Management will not contact an employee's physician or contact employees at home during periods of legitimate illness without the employee's consent.

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

Section 10. Sickness occurring during a period of annual leave may be charged to sick leave and the charge against annual leave reduced accordingly, provided the duration of sickness is in excess of 3 consecutive workdays and the request for sick leave is supported by a medical certificate from the attending physician.

Section 11. Employees suffering minor illness or injury treatable by the Employer's health facilities may avail themselves of such treatment without charge to sick leave. This provision is applicable only where the Employer staffs, operates and maintains the

health facility and is not applicable to post or base operated health facilities or contract health facilities.

Section 12. Unearned sick leave may be advanced to an employee in cases of serious illness or disability upon his request not exceeding a maximum of 240 hours in accordance with AR 60-21/AFR 147-15 provided the employee's accrued sick leave and annual leave have been exhausted, he has not established a pattern of sick leave abuse, and he furnishes reasonable evidence of returning to work on a permanent basis. Where it is known that an employee is to be retired or where it is anticipated that he is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

Section 13. The Employer shall not publicly post individual sick leave records. The confidential nature of medical conditions shall be recognized and respected. Management will not use an arbitrary number or percent of sick leave hours used as a determinant of improper use of sick leave. The determination of sick leave abuse will be made on the facts of each case and in accordance with Section 6 of this article.

## ARTICLE 28

### ADMINISTRATIVE LEAVE

Section 1. Administrative leave may be approved for the reasons set out 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. Administrative leave entitlements are applicable to all categories of employees with regular work schedules.

Section 2. Workload permitting, administrative leave may be granted to an employee in connection with:

- a. Up to five (5) days of administrative leave for a death in the employee's immediate family or household including: Spouse, children, parents, parents of the spouse, persons in loco parentis, sisters and brothers of the employee (including adopted or step siblings), sisters and brothers of the spouse (including adopted or step siblings), and step parents of the employee and spouse, and grandparents.
- b. Nonrecurring, brief periods of absence or tardiness due to circumstances such as adverse weather or traffic conditions, beyond the employee's control;
- c. Blood donations for which the employee is not paid;
- d. Registration with or required appearance before the employee's draft board or similar entity;
- e. For voting in federal, state, county and municipal elections, a reasonable amount of time to vote will be granted provided the employee does not have sufficient time to vote either before or after their shift;
- f. Serving on a jury or as a witness in the employee's official capacity as an AAFES employee, serving as a witness in behalf of AAFES or the United States in compliance with applicable regulations. (Any fee received for other than transportation and

subsistence will be turned over to AAFES, except to the extent the fee exceeds the employee's base salary and except to the extent that the fee is for service during hours when employee is not regularly scheduled to work.);

g. Separation or investigation when allowing the employee to continue working would be dangerous to life or property or otherwise inconsistent with the fulfillment of the AAFES mission. Administrative leave in connection with an investigation will not exceed 30 calendar days after which the employee will be placed in an annual leave status until his accrued annual leave is exhausted, at which time he will be returned to a duty status with pay pending further action. If the employee is exonerated, annual leave utilized will be recredited to the employee's account. In the instance where administrative leave is granted in connection with an investigation there must be reasonable evidence available to determine that the employee's continued presence on the job is otherwise inappropriate.

h. Supervisors may grant administrative leave for reasons other than those indicated above.

Section 3. Military Leave With Pay: Military leave with pay is administrative leave granted to employees who are required to absent themselves from work for military training in the U.S. Armed Forces. Intermittent employees who are required to absent themselves from work for military training in the U.S. Armed Forces will be granted leave without pay. This section will be administered under the provisions of AR 60-21/AFR 147-15.

## ARTICLE 29

### LEAVE WITHOUT PAY

Section 1. Leave without pay will be authorized to avoid a break in employment under the following circumstances:

- a. Where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, pregnancy, and confinement;
- b. As a result of suspension;
- c. When an employee leaves AAFES to go on extended active military duty;
- d. Upon the employee's request for reasons acceptable to and in the best interest of AAFES.

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

Section 3. Notwithstanding the above Section, the Employer agrees:

- a. The Union may designate two employee representatives who will be granted leave without pay to perform Union representational duties as a Unit Spokesperson in Dallas, Texas.

b. In addition, employees who are Union Representatives, operational requirements permitting, may be given leave without pay for short periods of time. Arrangements for such absences will be negotiated at the locations where the leave without pay is desired. NOTE: Contact HQ AAFES Labor Relations before beginning any negotiations on this subject.

c. Any employee who is a Union official, elected or appointed to serve full-time in the capacity of an AFGE representative or officer, may request LWOP for up to one year to serve with the Union, consistent with law, rules and regulations. A request for an extension of LWOP for a second year will be considered by the appropriate approval officer under the same criteria. Written notification will be given to the Employer by the Union, requesting leave without pay under this Section. Employees granted leave under this Section shall have the same return rights and options to health and retirement benefits as any other employee who is on approved LWOP.

Section 4. An employee who is on approved leave of up to 180 calendar days shall have the right to immediate return to duty in the former position at the former grade. However, a Union Representative on leave without pay under Section 3a above, shall have that right for the duration of the LWOP period.

## ARTICLE 30

### PART 1

#### MATERNITY AND PATERNITY LEAVE

Section 1. All bargaining unit employees may request sick leave or annual leave, if available, or Leave Without Pay (LWOP), if incapacitated by pregnancy and confinement as established by a medical authority. Absences covering pregnancy and confinement are treated as any other medically certified disability.

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

Section 3. The annual leave and/or leave without pay (LWOP) entitlements outlined above for parents of natural children will also apply to the new parents of adopted children. Application for such leave will be made in the same way as for leave in conjunction with pregnancy and confinement. Documentation verifying the adoption must be submitted at the time leave is requested.

## ARTICLE 30

### PART 2

#### FAMILY AND MEDICAL LEAVE

Section 4. In accordance with the Family and Medical Leave Act (FMLA) of 1993 up to 12 weeks of Leave Without Pay (LWOP) must be granted employees that have been employed for at least 12 months for any of the following reasons:

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

Section 5. An employee may elect to substitute accrued paid leave for unpaid leave.

Section 6. Employees must provide 30 days advance notice, or as much as practical, when the leave is "foreseeable."

Section 7. The Employer may require medical certification to support a request for leave because of a serious health condition. Where there is some serious question about an employees fitness to return to work, Management may require a second opinion at AAFES expense to return to work.

Section 8. Job benefits and protection:

- a. For the duration of FMLA leave, AAFES must continue paying the employer's share of the group health plan. Likewise, the employees are responsible for continuing to pay their portion of their group health plan on a continuing basis.
- b. Upon return from FMLA leave, employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- c. The use of FMLA leave cannot result in the loss of any employment benefit which accrued prior to the start of an employee's leave.

Section 9. Employees who believe management has not fully complied with this law may contact the U.S. Dept. of Labor, file a civil action, or file a grievance under the negotiated grievance procedure.

## ARTICLE 31

### HOLIDAYS

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

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

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

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

Section 3. In observing holidays, the Employer will:

- a. Release employees with a regular scheduled work week from hours normally worked on the holiday with pay at their base hourly rate for all scheduled hours, or
- b. If employees with a regular scheduled work week are required to work on the holiday, the employees will be paid at their regular base hourly rate, plus any authorized differentials, for all hours worked. This pay is in addition to that authorized by Section 3a above.
- c. An employee's regular schedule will not be changed solely to avoid paying holiday pay.

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

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

Section 6. Employees who work on New Year's Day, Thanksgiving Day, or Christmas Day shall receive an additional 10% of their base hourly rate for all hours worked. This pay is in addition to that authorized by Section 3b above.

## ARTICLE 32

### UNIFORMS AND DRESS

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

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

Section 3. The Employer will provide employees who are required to wear uniforms in the performance of their duties properly-fitted attire appropriate for the work performed in accordance with applicable regulation in effect on the effective date of this Master Agreement.

Section 4. Food service employees are authorized and will be provided a sufficient number of uniforms to perform the duties and responsibilities of the position, with part-time and intermittent employees being furnished a minimum of 2 uniforms and full-time employees being furnished a minimum of 5 uniforms. Uniforms of like color and style will be worn within the same food facility.

Section 5. All other employees who are authorized uniforms will be provided a sufficient number to perform the duties of their job.

Section 6. All customer-contact personnel must wear an official AAFES name tag while on duty. The name tag will be furnished by the Employer. AAFES name tags should be worn on the left side of the employee's garment at chest level provided no damage will result to the garment. If there is a potential for damage, the name tag will be worn on any front portion of the garment from the waist up. Replacement name tags will be furnished by the Employer at no cost to the employee unless loss or damage is due to employee negligence.

## ARTICLE 33

### FOOD FACILITY EMPLOYEE MEAL ALLOWANCE

Section 1. All employees assigned to food activities who work 3 or more hours per 24-hour period will be furnished the following:

a. Purchase of food and beverages at the rate of 50% of the regular retail price while on duty.

b. Free coffee, tea, and soft drinks in unlimited quantities.

Section 2. The above does not extend to retail convenience items. The employee must consume any food or beverage on the premises during his regular paid break and meal periods as directed by his supervisor, or during any other period authorized by the food activity manager for the purpose of utilizing the provisions of this Article.

Section 3. Employees shall not, under any circumstances, consume food or drink in any amount, whether to be thrown out or otherwise disposed of, except in accordance with the above provisions.

## ARTICLE 34

### ADVERSE WEATHER CONDITIONS AND FACILITY CLOSURE

Section 1. When extreme temperatures cannot be controlled, the Employer will promptly take necessary administrative procedures to protect employees from an unhealthy work environment.

Section 2. Situations involving the temporary closure of Employer operated facilities will be addressed as follows:

a. When the temporary closing of all or part of an exchange activity is within the control of AAFES management, and a decision is made that the employee will not be required to work, the entire period will be charged to administrative leave.

b. When an AAFES facility is forced to close due to military necessity, weather conditions, an act of God, or other events beyond the control of AAFES management, the employees of the closed facility may, with 24 hours' notice, be placed on annual leave with or without the consent of the affected employees. If an affected employee does not have sufficient leave credit, he may be placed on LWOP. An employee will be in a normal pay status on the first regularly scheduled workday following receipt or publication of the 24-hour advance notice period.

In either situation, when 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.

Section 3. When activities on a Post or Base or curtailed, AAFES activities may not necessarily be affected. Should AAFES determine that a curtailment of its operations is necessary, employees required to work or remain at the work site beyond their regular scheduled hours shall be furnished the following for the duration of the curtailment:

a. Full pay and benefits; and

b. Transportation to their place of residence, or meals and lodging.

## ARTICLE 35

### HEALTH AND SAFETY

Section 1. The Employer shall, consistent with applicable laws, executive orders and regulations, be responsible for furnishing to and maintaining for employees places and conditions of employment that are free of recognized hazards that are causing or likely to cause work-related death, injuries or occupational illnesses to the employee. The Union has the right to make recommendations and suggestions on problems and general interest matters to Management through the applicable Safety and Security Specialist or technician concerning safety and health. The Employer agrees to give such suggestions due consideration, and a written response will be provided. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer shall, in accordance with Executive Order 12196 and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 C.F.R. 1960) assure that all employees and/or Union officials/stewards participating in activities under this Article including training provided for by Executive Order, the basic program elements, the local safety health program and provisions of this Article, shall be granted official time for this participation.

Section 3. Safety education is an integral part of any accident prevention program. The Employer agrees that safety education and training will be provided consistent with Exchange Operating Policy (EOP) 17-1, Occupational Health and Safety Program.

Section 4. Upon request the Employer shall use and provide to the Union copies of Material Data Safety Sheets (MDSS), if available, for products used or handled by employees which contain hazardous chemicals. The MDSS will be used along with environmental sampling and other available toxicity information and the ESM on Hazardous Materials for employees' training and protection.

Section 5. Unsafe and unhealthy working conditions must be reported to the first-line supervisor in charge of the work site. The supervisor will examine the hazard and correct it or if not in his control to make an on-site correction, will promptly advise higher authority of the hazard. Any employee or steward is authorized to request an inspection of the work place when he believes that an unsafe or unhealthy condition still exists. Such inspection will be made within 3 workdays for potentially serious hazards, or within 20 workdays for other conditions. The Employer agrees to post notices of hazardous conditions discovered in an inspection of the work place made pursuant to the Basic Program Elements for Federal Employee Occupational Safety and Health programs (29 C.F.R. 1960). This notice shall be posted at or near the location of the hazard and shall remain posted for 3 workdays or until corrections are made, whichever is later. Such notices shall contain a warning and description of the unsafe and unhealthful working conditions and interim protective measures. The Employer agrees to initiate prompt abatement of unsafe or unhealthy working conditions. Abatement plans will be designed

to correct the conditions at the earliest time possible. Employees exposed to conditions requiring a hazard abatement plan will be informed of the plan. Where the Employer does not have control over work location, it will protect employees by taking administrative measures.

Section 6. A work place will be inspected when a report of unsafe conditions is made or when a request to re-inspect a condition under abatement or a reported serious violation is made. In any event, all work places must be inspected at least once a year. When a work place inspection is conducted by the Employer's safety representative or by an outside agency such as OSHA or NIOSH, the Union shall have the opportunity to accompany the inspector during the course of the inspection. During the course of any such inspection, any employee(s) or the Union may bring to the attention of the inspector any unsafe or unhealthful working condition.

Section 7. No employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an agency occupational safety and health program.

Section 8. The Parties agree to continue or establish, at the local level, health and safety committees to be comprised of equal numbers of Union and Employer members. Each committee will have 2 to 4 members representing each party. The committee will meet quarterly, or more frequently to resolve problems arising between quarterly meetings. Written minutes will be kept and made available to each committee member. The functions of the committee are:

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

In the event a problem is not resolved locally (and the committee, by majority vote, elects to do so), the problem can be elevated to the level of National recognition to the respective Spokespersons at that level.

The Spokespersons will meet and confer on the problem and if it cannot be resolved through their efforts, either party may request that an investigation be conducted by the direct representative of the Chief, Safety and Security Division; and if then not resolved, to the Department of Defense Assistant Secretary for Force, Management and Personnel (FM&P). If no relief is granted at either of these levels, the Department of Labor will be requested to conduct the final investigation. Notwithstanding the above,

nothing herein shall preclude any employee or the Union from exercising their rights under the law or seeking redress in any forum.

Section 9. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious physical harm immediately or before there is sufficient time for the imminence of such danger to be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. In these instances, the employee must report the situation to his supervisor or the next immediately available, higher-level supervisor. If the supervisor believes the condition or corrected condition does pose an immediate danger, then the supervisor shall request an inspection by the Employer's Safety and Security Technician or Specialist (SST or SSS) as well as contact the Local Union safety representative, who shall be afforded the opportunity to be present at the time the inspection is made. Should the SST or SSS decide the condition does not pose an immediate danger and give an instruction to return to work, continued refusal by the employee at this point would be justified, if there was a reasonable basis for the employee to believe that imminent danger was present.

Section 10. No employee shall be required to work in areas where it has been determined that conditions exist which could be hazardous or detrimental to health without proper, personal protective equipment. Management at the local work place will furnish such equipment and decide for which employees it will be furnished. The Local Union may offer recommendations to Management concerning the furnishing of, and adequacy of any equipment of this nature. Such recommendations will be given serious consideration by Local Management. Should Management decline to furnish certain safety equipment to certain categories of employees, the Union shall have a right to request negotiations on the matter. Employees are required to wear and reasonably care for all safety clothing and equipment furnished by the Employer.

Section 11. In response to reasonable employee complaints, the Employer shall make or cause to be made regular and periodic industrial hygiene studies of environmental conditions which may impair employee health including excessive noise, dust, vapors and other potentially harmful conditions. An employee's medical report will be made available to such employee or that employee's designated representative upon request. Industrial hygiene reports will also be made available to the Union upon request.

Section 12. The agency shall comply with all occupational safety and health standards issued under Section 6 of the Act, or where the Secretary of Labor approves compliance with alternate standards.

Where no standard has been issued or only partially covers existing conditions, the Employer will adopt available consensus standards or develop other protective measures to ensure the safety and health of employees.

Section 13. The Parties agree that the following subjects shall be subject to supplemental bargaining at the local level:

- a. Procedures for employees to take flu shots where provided by local military or civilian organizations;
- b. Procedures for providing transportation for employees who may be injured or become ill on the job and how such illness, if not job-related, will be charged to sick leave;
- c. Procedures for notifying employees of workers' compensation and for assisting employees injured on the job in filing claims for benefits;
- d. Procedures for using existing health facilities and where not available, first-aid stations, and for providing first-aid kits;
- e. Training for adequate numbers of employees, at Employer's expense, in the techniques of cardiopulmonary resuscitation (CPR) and the procedures by which such trained employees can be contacted in event of an emergency;
- f. The subject of clean and adequate lunchroom and/or break room facilities with the understanding that the Employer agrees to furnish clean and adequate facilities (including the option to utilize retail food service eating areas, if necessary);
- g. Individual lockers for employees;
- h. Adequate and sanitary toilet and washroom facilities, with sufficient hot water and towels for employees whose work involves contact with dirty materials, with the understanding that Employer agrees to furnish such supplies as necessary.

Section 14. Employees assigned to work with extremely dirty or hazardous materials shall be provided sufficient time during working hours to wash-up before meals and prior to leaving. This entitlement applies at all types of exchange activities (e.g., warehouse, distribution centers, automotive facilities) and may be negotiated in a Supplemental Agreement under guidelines established in Article 4.

Section 15. Fire extinguishers will be readily accessible in all work locations and will be of the class necessary to respond to the type(s) of fires which may occur at each location.

THE FOLLOWING SECTIONS DEAL WITH HEALTH AND SAFETY RELATING TO  
EMPLOYEES IN SPECIAL SITUATIONS:

Section 16. FOOT PROTECTION:

- a. Employees assigned to work in exchange or distribution facilities will be provided safety shoes consistent with Section 10 of this Article.

- b. AAFES will pay an amount not to exceed \$50 toward the purchase of protective footwear for employees assigned to duties which present foot injury hazards.
- c. Employees required to wear protective footwear will be instructed to obtain approved safety shoes from a local source.
- d. The employee will get an original sales receipt, signed by a representative of the shoe supplier and present it to the appropriate Management official within 21 calendar days of the purchase. The receipt must contain a statement that the shoes meet the requirements of ANSI Standard Z41--1983.
- e. Employees will be reimbursed for the actual cost of safety shoes, including tax, not to exceed \$50. Approval to exceed this cost on an exception basis must be obtained from the exchange or distribution center manager. Reasons to exceed the established dollar limit include medical conditions requiring orthopedic footwear or the nonavailability of approved protective footwear for under \$50. Employees who are issued or reimbursed for protective footwear will sign uniform receipt, AAFES Form 1650-12. The receipt will be kept in the employee's field personnel file and updated when unserviceable footwear is replaced.

#### Section 17. CRT/VDT OPERATIONS:

- a. To allow employees to rest their eyes, they will be given a 15-minute break from CRT/VDT machines every hour they work at a CRT/VDT machine, after the first hour on the machines. Except for rest periods provided to employees generally, these hourly breaks may be spent performing other assigned work.
- b. Safe operation of CRT/VDT machines for employees who operate this equipment the majority of their time requires the following equipment characteristics:
  - (1) Glass screens to reduce reflected glare;
  - (2) Brightness adjustment controls for machines and room lights;
  - (3) A viewing distance of at least 2 feet and character height of 3/16 inches;
  - (4) Detached keyboard and full adjustable machine stand and chair; and
  - (5) Proper ventilation.
- c. In conjunction with the rearrangement of work areas and furnishings, the Employer will take into account the need to identify and eliminate health problems which may result from CRT/VDT machines.
- d. Employees whose jobs require that they operate CRT/VDT equipment for the majority of their work day, suffering from eye strain, will be provided a one-time eye examination at AAFES expense. It is understood that eyeglasses for purposes of this section are not personal protective equipment within the meaning of Section 10 of this Article.

#### Section 18. PUBLIC/CUSTOMER CONTACT EMPLOYEES:

- a. Employees will not be required to divulge personally identifiable information to the public under circumstances where there is reason to think harassment or physical abuse would result. In keeping with this principle, employees may use first names only on badges when they have experienced or reasonably could expect harassment or abuse by using the employee's actual surname. When such situations exist, the

employee will report the circumstances to the senior management official in the facility. The official will render a decision based on the facts.

b. The protection of personnel and property is the responsibility of the installation commander. However, the Employer will maintain, at all times, a means of reporting situations which appear threatening to employees.

c. Security measures will be taken to protect employees who transport Employer money.

d. Any employee who is directed to transport Employer property in his own privately-owned vehicle may decline to do so. Any employee who transports Employer property in his own privately owned vehicle is entitled to, and will be given, reimbursement of costs due under appropriate regulations.

#### Section 19. EMPLOYEES WHO WORK IN AND AROUND WAREHOUSE AREAS:

a. The provisions of 29 C.F.R. 1910.178 will be followed with respect to use of forklifts and other powered industrial trucks.

b. Due to the possibility of serious injury or death, if at any time a powered industrial truck is found to be in need of repair, defective, or in any way unsafe, the truck shall be taken out of service until it has been restored to safe operating conditions.

c. Industrial trucks shall be examined at the beginning of each shift and shall not be placed in service if the examination shows any condition adversely affecting the safety of the truck.

d. Some of the unsafe conditions warranting taking an industrial truck out of use are: leak in the fuel system, clogged muffler parts, flaming or sparking exhaust system, or engine temperature in excess of normal operating temperature.

e. All personal protective equipment shall be approved for use under OSHA standards, shall be fitted to the person who will use it, and should have necessary features to provide protection from the condition it is intended to shield; e.g., strength, chemical resistance, etc.

f. All areas will be adequately and evenly lighted so as to minimize eye strain and hazards due to poor lighting.

#### ARTICLE 36

##### TOOLS, EQUIPMENT AND PROPERTY

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

Section 2. CPP mechanics who have used their own basic mechanic tools will continue to do so.

Section 3. At the time an employee separates, the employee will be required to return to the Employer tools, equipment and clothing which were provided by the Employer.

## ARTICLE 37

### OVER THE ROAD DRIVERS

Section 1. The safe operation of a motor vehicle will be in accordance with applicable federal and state laws, and regulations. Drivers will be required to possess valid commercial driver's licenses (CDL). Drivers must report any moving violations, whether on or off duty.

Section 2. Speedometer/odometer and trip recorders will be calibrated by a certified shop. The local Union president or designee, may submit a request to the PMO, or his designee, for calibration of speedometer/odometer/trip recorders. The request will identify the vehicle and state the reason(s) why the specific equipment should be calibrated. If the request is not acted upon, the Union president will be provided the reason(s) in writing.

Section 3.

a. "On duty" time is governed by 49 C.F.R 395.2(a); for purposes of this Master Agreement, "on duty" time includes all time from the time the employee reports for work or is required to be in readiness to work until the time the employee is relieved from work and all responsibility for performing work. For purposes of this Article, an employee is considered to be performing work in the capacity of, or in the employ or service of, the Employer, and therefore to be "on duty" at any time(s) described by 49 C.F.R. 395.2(a) other than those during which the following criteria are present:

-- The employee is relieved of responsibility for the care and custody of the vehicle, its accessories, and any cargo or passengers it may be carrying; and

-- The employee is free to engage in unofficial activities.

b. During a run, an employee will be allowed reasonable break periods at such times and places as they may be usefully taken. Such times are considered "on duty not driving." The employee will be responsible to exercise reasonable care in securing the vehicle, its accessories, and any cargo or passengers during rest periods or off-duty time.

c. Nothing herein will relieve the employee from the obligation to immediately respond to any tampering or vandalism of the vehicle, its accessories, or cargo if the employee becomes aware of such disturbance.

Section 4. When adverse driving conditions are encountered, an employee shall have the option of adhering to the 10-hour maximum driving time or driving for not more than 2 additional hours to complete the run or reach a place of safety; provided, however, the extension would not result in more than 12 driving hours in the aggregate after 8 consecutive hours off duty or would not occur after the employee has been on duty 15 hours following 8 consecutive hours off duty. Adverse driving conditions are snow, sleet, fog, other adverse weather conditions, a highway covered with snow or ice, or unusual road and traffic conditions.

Section 5. In reporting on the Drivers Daily Log, entries will reflect the factual description of the run.

Section 6. In cases of adverse driving conditions, allowances will be made for additional time necessary to complete the run and alternate routes will be provided so as to foster completion in a safe manner. In event that a driver invokes this Section, he shall call the dispatcher immediately.

Section 7. While on the road, employees are authorized to contact the Employer to discuss problems which arise in exceptional situations. When means of contacting the Employer are not available, the employee is authorized to exercise discretion in order to continue the assignment in a safe manner. Employees are not required to use their own money to make contacts with the Employer.

Section 8. Employees are not required to, and will not be penalized for failing to continue a run when a situation arises which would make continuing it an imminent danger.

Section 9. When an employee is assigned an additional workload, the employee's overnight per diem will continue, at the current rate, for any additional quarters incurred as a result of assignment of any additional run after completion of a regular dispatch. The "current rate" as stated herein will be whatever amount is dictated by the Joint Travel Regulations, as changed from time to time.

Section 10. Daily per diem will be paid to dayline drivers when the travel period is 6 hours or more and begins before 0600 hours or terminates after 2000 hours or whose travel period is 10 hours or longer. Daily per diem will be the locality rate specified in the current JTR and will be adjusted from time to time as dictated by the JTR. Dayline drivers do not have to "go out of town" in order to qualify for the applicable locality rate.

Section 11. For purposes of this Master Agreement, employees who perform truck driving as the predominant part of their duties shall be deemed to have official travel of more than 50% of their administrative workweek per year for purposes of qualifying to elect either commercial quarters or government quarters when an overnight stay is required and when sleeper cabs are not furnished.

Section 12. Management will take necessary steps to see that a driver is not separated from his vehicle in those situations where Management would require the driver to be responsible for the vehicle and contents on AAFES or vendor's property.

Section 13. When under adverse driving conditions, continuation of the run would be safer with both team drivers in cab, neither employee's log will be required or permitted to show time in the berth. In such cases, and within 24 hours after completion of the run, a report will be furnished to the dispatcher, signed by both drivers, giving a brief description of the situation which required both drivers to be in the cab.

Section 14. All physical examinations given to drivers will be in accordance with law, and DOT or other governing rule or regulation.

Section 15. Each Distribution Center will maintain appropriate rain gear and provide same to drivers for their use while washing their own trucks.

Section 16. Motor Vehicle Operator Training: Training may be made available at AFGE represented Distribution Centers (DC) where requirements for Motor Vehicle Operators have been determined to exist. The training, where offered, will be for current DC employees, and as provided below:

- a. Requirements will be announced to all employees by the posting of a notice on DC bulletin boards where promotional opportunities are normally posted.
- b. Those employees selected will be provided with appropriate classroom and road training.
- c. Employees successfully completing the training, and who obtain a Commercial Driver's License, will be considered as meeting the minimum requirements for MVO (Shuttle) position vacancies as they are posted.

## ARTICLE 38

### TRAVEL

Section 1. With respect to meals and incidental expenses, employees will not be required to submit proof of costs for any day in which the costs for meals and incidental expenses do not exceed the maximum amount authorized by the JTR for the geographic location involved; however, when actual expense arrangements have been requested and approved, individual meals exceeding the maximum single meal amount set out in the JTR will require receipt of purchase.

Section 2. Employees who are unable to arrive at or return from their destination in the period in which the travel was initially scheduled will continue to receive pay (for regularly scheduled hours on normal workdays) and travel allowances for additional periods during the delay for good cause such as mechanical failure, adverse driving conditions or interruption of commercial travel services.

Section 3.

- a. As a general rule, employees will not be required to have available a privately owned vehicle to be used for the transportation of Employer assets or to otherwise perform the business of the Employer. In cases where this does occur, due to unique or unusual operating requirements, the employee will be compensated at the current government rate for use of privately owned vehicles.
- b. In cases where regular use of an employee's privately owned vehicle is a condition of employment, such as in the "Anthony's Pizza" home delivery program, the employee will be compensated at the current government rate for the use of privately owned vehicles.

Section 4. If an employee is required to perform TDY during periods that include non-workdays, the employee may return to the official duty station, or residence, rather than remain at the TDY location on non-workdays. The employee will be reimbursed up to the amount the employee could have received if the employee had remained at the TDY location through the non-workday period.

## ARTICLE 39

### NEPOTISM

Section 1. Members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potential for collusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action. Members of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother and half-sister, and grandparents.

Section 2. In connection with personnel actions, management personnel are prohibited from engaging in any conduct or action that might result in, or appear to be, giving preferential treatment to any person.

## ARTICLE 40

### SUPERVISOR/EMPLOYEE COMMUNICATION

Section 1. The Parties agree that communications between the employee and supervisor are an essential element to the employee-supervisor relationship. It is also agreed that communication is a way for supervisors to understand employee problems concerning work, social or home environment that may be adversely affecting the employee's job performance or working relationship with his co-workers. Further, it is agreed that a written record of 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. All communication entries will be made on official AAFES Form, entitled "Supervisor/Employee Communication Record," currently numbered 1100-24. Subject to office space limitations at the employee's workplace, communication sessions will, at all times, be conducted in privacy and in surroundings conducive to a frank and open exchange of ideas. These sessions will only be conducted by supervisors and only for those employees subordinate to them in the supervisory chain.

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

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

Section 4. When the need for communication arises, the supervisor will inform the employee of the reason for the communication session and, if warranted, suggestions for improvement. The entry will be dated and signed by the supervisor as well as the employee. The entries will not be written on the communication card in advance of the actual session with the employee and will not be made by any person other than the supervisor. The entries will be handwritten or typed only by the supervisor. Should a communication session evolve to an examination or investigation, the provisions of Article 12, Section 7, will apply.

Section 5. Employees, who continue to demonstrate poor conduct or performance, or fail to improve following prior communication of such conduct/performance, may be issued appropriate disciplinary action, as provided in Article 42 of this Master Agreement, in lieu of further communication.

Section 6. Individual entries may be removed or obliterated without otherwise altering the whole communication record as follows:

- a. Supervisors have the option at any time of removing any entry they have made which could be considered unfavorable to the employee. Other management officials in the employee's supervisory channel may direct the removal of any unfavorable communication record entry based upon a specific determination that it's in the best interest of both the AAFES and the employee to do so. Favorable entries may be removed by the same individuals only if it is discovered after the entry is made that it was based on incorrect information.
- b. Notations regarding negative performance or behavior, including oral reprimands, will be made on a separate Supervisor/Employee Communication Record. To alleviate the adverse effects against employees who may have had such notations entered on their Supervisor/Employee Communication Record and encourage them to improve their behavior and performance, those entries will be reviewed periodically and removed and given to the employee after one year if there are no entries for a similar or worse infraction or level of performance. If such a later entry is made, both or all adverse entries will be removed or obliterated when 1 year passes without a negative entry. This provision includes oral reprimands. Employees will be informed of this time limitation for negative entries at the time communication is conducted.
- c. To alleviate the adverse effects against employees whose Supervisor/Employee Communications Record is not properly maintained as required by Section 6.b above, untimely material left on the Communications Record will not be used to support any disciplinary action.

d. Alterations to communication record entries will be initialed and dated by the employee and the supervisor.

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

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

- a. To document employee training instead of using prescribed forms for that purpose. However, entries may be made verifying that training was conducted when those entries are appropriate to the communication.
- b. To make reminder, suspense or information type notes regarding an employee.
- c. To document performance irregularities or other aspects of an employee's performance that isn't discussed with the employee in a communication interview.

## ARTICLE 41

### EMPLOYEES' ASSISTANCE PROGRAMS

Section 1. The Employee Assistance Program (EAP) offers AAFES employees an opportunity to receive help in dealing effectively with personal problems such as alcoholism, drug abuse and other problems involving family, financial issues and work related problems. When an employee's job performance is perceived to decline and the cause can be attributed to such, the Employer will refer the employee to any of the varied professional services described in EAP pamphlets. These professional services are offered in order to provide affected employees a reasonable opportunity to improve their performance deficiencies, as necessary.

Section 2. Participation in any of the available services offered in the Employee Assistance Program will be voluntary. annual leave, sick leave, or leave without pay (LWOP) to take advantage of the EAP services will be granted in accordance with the appropriate leave Articles in this Master Agreement.

Section 3. All information related to an employee's counseling, problems, or accommodations will be strictly confidential and will not be disclosed except as authorized by the EAP or in writing by the affected employee. The Employer will not use information given by the employee under the EAP in subsequent personnel actions.

Section 4. Nothing in this Section diminishes an employee's right not to divulge information as provided in Article 12 (Employee Rights), or the Employee's obligations to provide information as provided in AR 60-21, 1-25 and 1-26.

Section 5. An employee may seek assistance and counsel for alcohol, drug or other legitimate problems without fear of jeopardizing job or promotional opportunities.

Section 6. The Employer will give positive consideration to whether an employee has sought assistance under the EAP and an employee's efforts during treatment and rehabilitation when determining whether disciplinary or non-disciplinary actions will be initiated regarding conduct or job performance.

## ARTICLE 42

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

Section 6. The employee will be advised in writing of the specific disciplinary action being considered and the proposed effective date. The 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 30 calendar day advance notice.
- c. All time limits referred to in this article may be extended.

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

THIS COPY MAY BE FURNISHED TO YOUR EXCLUSIVE REPRESENTATIVE, THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO.

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 provisions of to Article 43 (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 Article 12, Section 7 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 days of the date the reprimand is issued. If the employee does respond, and the response is acceptable, the reprimand will be withdrawn. If the reprimand is not withdrawn, the employee will be advised and may file a grievance within 15 days of the date of advisement.

Section 10. DATA REQUESTS: An employee who received notice of proposed disciplinary action will be furnished, upon request, a copy of the written records or access to the video tapes, if any, either of which are within AAFES' control which were used to support the proposal. The employee is entitled to review the tapes insofar as the Privacy Act permits. This will not preclude the Union from exercising its statutory rights to information under 5 USC 7114(b)(4). As to any records outside AAFES' control, relied upon to support the proposed disciplinary action, the content of those outside records will be furnished.

Section 11. 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 12. The Union at any location may advise Management of the name and location of a specific Union Representative to contact for representation. If this information is furnished, Management will include it in all written reprimands, and all advance and final notices of suspension, disciplinary downgrade and separation.

Section 13. To the extent that it is within the control of the Employer, if an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of the other employees.

Section 14. RETENTION PERIOD: Records relating to disciplinary actions other than oral reprimands will be retained in the employee's OPF when the disciplinary action becomes final without right of further appeal. Oral and written reprimands will be retained in the employee's records maintained by the immediate supervisor for not more than one year, provided no similar matters occur.

## ARTICLE 43

### GRIEVANCE PROCEDURE

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

Section 2. Definition - A grievance means any complaint -

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union or the Employer concerning-
  - (1) The effect or interpretation or a claim of breach, of a collective bargaining agreement, or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that the following matters shall be outside the scope of any grievance procedure:
  - (1) Any claimed violation of Subchapter III, Chapter 73, Title 5, relating to prohibited political activities; or
  - (2) Retirement, life insurance, or health insurance; or
  - (3) A suspension or removal under 5 U.S.C.A. 7532; or
  - (4) Any examination, certification or appointment relating to initial employment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
  - (6) Separation during probation, except for cause; or
  - (7) Non-selection for a position outside the Unit.

Section 3. The Employer and the Union agree that every effort will be made by Local Management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Time during work hours will be allowed for employees and Union Representatives to discuss prepare for and present grievances. All complaints will be given careful and unprejudiced consideration and will be treated with confidentiality.

Section 4. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. Either party may raise a question of grievability or arbitrability at any step of the grievance procedure up to and including arbitration. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5. Grievance Procedure: Unit employees or the Union desiring to file a grievance under the negotiated grievance procedure will use the Grievance Form provided in Appendix B or other written format for that purpose to ensure the orderly processing of their grievance. The Employer, either at the Local Management level or at Headquarters, likewise, will use the form provided (Appendix C) or other written format for that purpose to process the grievance internally. A grievance submitted in a written format other than the grievance form will be accepted provided that it contains the basic information required by the grievance form.

Section 6. Application: A grievance under this Article may be undertaken by an employee or by the Union or by the Employer. Whenever the employee chooses to represent himself during the negotiated grievance procedure, the Union has the right to be present. Communications under this procedure shall be to the designated representative. The Union or a representative approved by the Union may represent employees in the negotiated grievance procedure. Any resolution of a grievance must be consistent with the terms of this Master Agreement. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

Section 7. Employee Procedure:

Step 1 - Informal Grievance: The informal grievance shall first be taken up by the grievant (and 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 7 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 7 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 7 calendar days after receipt of the decision on the informal grievance or the deadline for filing a decision, if none is filed. The formal grievance shall be presented by the grievant or his 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 10 calendar days. The Principal Management Official 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 10 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 ten (10) 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 44, Section 2 (Arbitration). All time limits in this Article may be extended by mutual consent. Failure of the responding party to observe the time limits shall entitle the initiating party to advance the grievance to the next step with the exception of the step involving arbitration which may only be invoked by the Union or Employer. Claims of a failure to comply with this procedure may be raised as grievability/arbitrability issues. Grievances will not be maintained in the employee's Official Personnel 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 8. Union-Management Procedure.

a. Level of Filing Grievances: Grievances filed by a Local Union will have local application unless mutually agreed otherwise. Grievances filed at the Headquarters AAFES level on matters which affect the Unit generally will have worldwide application unless mutually agreed otherwise. 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 individual designated as provided in Section 8f below. 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 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 44 (Arbitration). The purpose and intent of this Section is to provide a grievance process to resolve matters between the Union at the level of recognition and the Commander, AAFES, and at any level designated in 8f., below.

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-day time limit in Section 7 Step 1.

d. The Parties grievances shall be filed within 30 calendar days of the incident giving rise to the issue or the last occurrence of a continuing issue. The Parties shall discuss the matter within 10 calendar days of receipt of the grievance.

e. The respondent will reply within 45 calendar days of receipt of the grievance.

f. Within 10 calendar days after the effective date of this Master Agreement, each party will serve upon the other a written statement designating those titles which will be appropriate for service of grievances under this Section. If no designee appears on such statement, or it is not certain where the grievance should be filed, the same may be filed by the Union at the level of the Commander, AAFES, or by Management at the level of the President, AFGE.

Section 9. 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 10. If any aspect of the grievance procedure is due on a Saturday, Sunday or a holiday, and the Management or Union offices are closed on that day, the Parties agree that the submission will be due to Management or the Union on the next official administrative workday.

## ARTICLE 44

### 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. The parties fully agree to cooperate in any and all arbitration proceedings as provided in this Master Agreement and as required by the Federal Service Labor-Management Relations Statute, 5 USC, Section 7121(b)(2) and (b)(3)(C).

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

Section 3. Within 15 calendar days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of 7 impartial persons qualified to act as arbitrators. When either party refuses to join in such a request, the other party may proceed. The moving party will initiate and sign the required FMCS form and forward it to the opposing party. The moving party shall be responsible for paying the fee required by the FMCS for providing a panel of arbitrators, which should accompany FMCS Form R-43. The respondent shall sign the form and forward it and the FMCS fee to the FMCS within 10 calendar days of receiving the form. When either party refuses to join in such a request, the other party may proceed in the arbitration process. The moving party will be responsible for contacting, or meeting with, the opposing party within 15 calendar days after receipt of such list. If they cannot agree upon one of the listed arbitrators, then the Parties will each strike one arbitrator's name from the list of 7 and will then repeat this procedure until only one arbitrator's name remains who shall be the Parties duly selected arbitrator. The moving Party shall have the option to either strike first, or offer that opportunity to the opposing Party. If either Party declines to participate in the selection, the FMCS shall be empowered to select the arbitrator.

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

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

Section 6. At the local level, the arbitration hearing will be held within the geographic area of the Local Bargaining Unit on AAFES-furnished premises during the regular day shift of the basic workweek. At the National level, arbitrator's hearing will be held at the Headquarters AAFES building in Dallas, Texas, during the regular day shift of the basic workweek.

Section 7. Within 10 calendar days prior to the scheduled hearing, the moving party will contact the opposing party in order to agree on a joint submission of the issues and exhibits. If the Parties fail to agree on a joint submission of the issues for arbitration, each party shall submit a separate statement to the arbitrator of the issues and the arbitrator shall determine the issues to be heard. The arbitrator shall hear and accept all relevant and pertinent evidence submitted by both Parties. Should either party request a transcript, the cost of such will be borne by the party requesting it. If either party initially declines to purchase a copy of the transcript, but subsequently requests one, they will

share equally in the cost of such transcript. Except by mutual consent, the arbitrator shall hear threshold and merit issues at the same hearing. The arbitrator shall render an award within 30 calendar days after the hearing. The arbitrator shall have no authority to add to or modify any terms of this Master Agreement. The arbitrator's award shall be final and binding subject to the review procedures of the Civil Service Reform Act of 1978. The arbitrator's fees shall be divided equally.

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

Section 9. WITNESSES: Prior to the hearing the Parties will exchange witness lists and will request the arbitrator to resolve any disputes concerning the necessity of witnesses. Provided the Unions witness list is received no later than seven (7) calendar days prior to the hearing, the Employer shall make arrangements with the witnesses' supervisor to obtain the release of the witnesses. If the Union fails to provide the witness list within the specified time, it must make appropriate arrangements with the witness's supervisor to obtain their release. In order to minimize the witness's absence from the worksite, the Union will provide the Employer with the expected order of its witnesses as soon as possible, but no later than the day of the hearing. If a designated witness is not on a regular day shift of the basic workweek, the witnesses' work shift will be changed to a regular day shift of the basic workweek on each day of the witnesses participation in the hearing, provided the witness requests such change no later than 7 calendar days prior to the hearing. Each witness will return to work upon release by the arbitrator.

#### EXPEDITED ARBITRATION

Section 10. The Parties adopt the following expedited arbitration system. If expedited arbitration will be used, the request for arbitration under Article 44 will include notice that the party invoking arbitration is requesting expedited arbitration.

Section 11. The Parties agree that the following matters may be subject to expedited arbitration:

- a. Performance reviews.
- b. Suspension for 3 days or less.

- c. Oral or written reprimands.
- d. Actions imposing sick leave restrictions.
- e. Bulletin board notices, or newsletters, provided the issue is not one of contract interpretation.
- f. Such other disputes as the Parties mutually determine.

Section 12. The Parties agree that an award issued through expedited arbitration is non-precedential. Such awards do not bind the Parties except as to the grievance involved in the award.

Section 13. A panel of not fewer than 7 arbitrators may be established from a list of 15 local arbitrators provided by FMCS at each AFGE location representing AAFES employees. The Employer will designate a representative to participate in the selection of 7 arbitrators from this list by the alternate striking of names. The toss of a coin will determine which party will strike first. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the parties.

Section 14. Either party, upon the anniversary date of establishment of the local panel shall have the right to dismiss any arbitrator on the panel. If either party seeks to dismiss an arbitrator, 30 days advance notice will be provided to the other party and FMCS will be requested to provide a list of three (3) other arbitrators for each arbitrator to be replaced; the replacement arbitrator will be selected by the same alternate striking that was used to select the initial panel. The party dismissing any arbitrator shall bear the cost of obtaining a list of potential arbitrators from the FMCS. Should both parties dismiss arbitrators, or be in agreement on the dismissal of an arbitrator, then the cost of obtaining a list from the FMCS shall be shared equally. Until a replacement arbitrator is selected, the current panel of arbitrators shall constitute the Panel; however, cases once referred to an arbitrator shall be heard by that arbitrator even if later replaced. If a member of a panel gives notice of withdrawal from the panel, the same replacement procedure will be followed. If an arbitrator declines to hear a case because of withdrawal from the panel, the case will be referred to the next arbitrator on the panel, consistent with Section 15 below.

Section 15. Upon notification of request for expedited arbitration, the designated arbitrator shall be notified by the Parties jointly by telephone. The designated arbitrator shall be requested to arrange a time, place and date for the hearing within a period of not less than five (5) days and not more than fifteen (15) working days. If the designated arbitrator is not available to conduct a hearing within the period requested, the next panel member in rotation shall be notified until an available arbitrator is obtained; if no arbitrator is available to hear a case within the fifteen (15) working days, the arbitrator on the panel who is available soonest shall be designated.

Section 16. The designated arbitrator is that member of the expedited panel who, pursuant to the rotation, is scheduled for the next arbitration hearing.

Section 17. The hearing shall be conducted informally, without briefs, transcripts, or formal rules of evidence, and completed within one day. The arbitrator shall issue a bench decision at the close of the hearing or issue a written decision within 48 hours at the option of the arbitrator.

Section 18. The designated arbitrator may be requested to resolve one or more, but not more than three grievances at one hearing. Each grievance shall be considered by the arbitrator in separate proceedings, unless mutually agreed otherwise.

Section 19. The cost of the expedited arbitration will be borne equally by the Parties. The arbitrators per diem fee shall not exceed \$600 per day. Attorney's fees will not be awarded in expedited arbitration.

## ARTICLE 45

### DURATION AND MISCELLANEOUS PROVISIONS

Section 1. This Master Agreement will be effective when it has been ratified and signed by the Parties and approved in accordance with the Civil Service Reform Act of 1978.

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

Section 3. During the interval 120 to 90 calendar days prior to the expiration date of this Master Agreement, either party may give written notice of its intention to reopen and amend or modify the Master Agreement. Ground rule negotiations shall begin no later than 60 calendar days after the notice.

## ARTICLE 46

### PUBLICATION OF THE AGREEMENT

Section 1. The Employer will be responsible for printing, at its expense, 18,000 copies of this Agreement. The Employer will mail the copies to each bargaining unit location at no cost to the Union according to a distribution list provided by the Union. The local Union President will make arrangements to pick up the copies, and will be responsible for distribution of this Agreement to bargaining unit employees.

Section 2. In addition to the numbers of copies provided to the employees, the Employer will provide an additional 200 copies to the Council, and 50 copies to the AFGE National Office. Thereafter, additional copies of this Agreement will be printed as necessary, with the cost of such printing borne by the requesting party.

## APPENDIX A - Locations Inclusive in Worldwide Consolidated Unit

### 1. Headquarters AAFES, Dallas, Texas

To include the Operations Support Center and the Vantage Building, but excluding all employees in CONUS Region and Logistic offices, the Office of the General Counsel, Safety and Security Division, Audit Division, Executive Office and military personnel assigned as a military duty, all employees under the supervision of the Ft. Worth Naval Air Station and all employees of the Fashion Distribution Center, AAFES Headquarters building.

### 2. Redstone Arsenal, Alabama

### 3. Alaska Area Exchange, Alaska (CLOSED)

Includes eligible employees at Fort Richardson Exchange and at Elmendorf Air Force Base Exchange, Alaska.

### 4. Fort Greely Exchange, Alaska (located within the Northern District)

### 5. Fort Huachuca Exchange, Arizona

### 6. McClellan Air Force Base Exchange, California

### 7. March Air Force Base Exchange, California

### 8. Norton Distribution Center, California (CLOSED)

### 9. Travis Air Force Base Exchange, California

### 10. Mather Air Force Base Exchange, California (CLOSED)

Includes Sacramento Army Depot, California, and the Sierra Army Depot, California

### 11. Rocky Mountain Area Exchange Colorado (CLOSED)

### 12. Denver Distribution Center, Colorado (CLOSED)

### 13. Denver Exchange, Lowry Air Force Base, Colorado

### 14. Fort Carson Exchange, Colorado

Includes eligible employees at the NORAD-CMC, Cheyenne MTM Complex, Colorado Springs, Colorado, and at the Pueblo Army Depot, Pueblo, Colorado.

### 15. Andrews Air Force Base Exchange, Washington Includes Davidsonville Site Exchange, Maryland

16. Bolling Air Force Base Exchange, Washington
17. Tyndall Air Force Base Exchange, Florida
18. Eglin Air Force Base Exchange, Florida
19. Hurlburt Field Exchange, Florida
20. Homestead Air Force Base Exchange, Florida
21. MacDill Air Force Base Exchange, Florida
22. Fort Gordon Exchange, Georgia
23. Fort Stewart Exchange, Georgia  
Includes Hunter Army Air Field
24. Robins Air Force Base Exchange, Georgia
25. Chanute AFB Exchange, Illinois (CLOSED)  
Includes Rock Island Exchange
26. Scott Air Force Base Exchange, Illinois  
Includes St. Louis Post Exchange and Granite City Post Exchange
27. Fort Sheridan Exchange, Illinois (CLOSED)  
Includes O'Hare Airport
28. Grissom Air Force Base Exchange, Indiana (CLOSED)
29. Capital Exchange Region Headquarters (formerly  
Ohio Valley Exchange Region HQ), Charlestown, Indiana (CLOSED)
30. Fort Leavenworth Exchange, Kansas
31. Fort Riley Exchange, Kansas
32. Fort Campbell Exchange, Kentucky
33. Fort Knox Exchange, Kentucky

Includes eligible employees at the Capital Exchange Region Retail Store, Building 2501, Indiana Army Ammunition Plant, Charlestown, Indiana, and at the Blue Grass Army Depot, Lexington, Kentucky

34. England Air Force Base Exchange, Louisiana (CLOSED)

35. Fort George G. Meade Exchange, Maryland

Includes Fort Detrick, Maryland; Fort Richie, Maryland

36. Keesler Air Force Base Exchange, Mississippi

37. Whiteman Air Force Base Exchange, Missouri

38. Nellis Air Force Base Exchange, Nevada

Includes eligible employees at Lake Meade Annex, Las Vegas, Nevada, and at Indiana Springs Air Force Auxiliary Field, Las Vegas, Nevada

39. Kirtland Air Force Base, New Mexico

40. Dix-McGuire Exchange, New Jersey

Includes eligible employees at Pomona ADC, New Jersey.

41. Picatinny Arsenal, New Jersey

42. Griffiss Air Force Base Exchange, New York (CLOSED)

43. U.S. Military Academy Exchange, New York

Includes Stewart Army Sub Post

44. Altus Air Force Base Exchange, Oklahoma

45. Tinker Air Force Base Exchange, Oklahoma

46. Charles E. Kelly Depot, Pennsylvania (formerly titled Oakdale)

Includes Airport Annex, Greater Pittsburgh Airport

47. Charleston Air Force Base Exchange, South Carolina

48. Fort Jackson Exchange, South Carolina

49. Shaw Air Force Base Exchange, South Carolina

50. Ellsworth Air Force Base Exchange, South Dakota

51. Alamo Exchange Region Headquarters, Texas (CLOSED)

52. Brooks Air Force Base Exchange, Texas

53. Ft. Worth Naval Air Station, Texas

Includes all eligible employees under the supervision of Ft. Worth Naval Air Station Exchange located at the Headquarters AAFES, Dallas, Texas

54. Fort Hood Exchange, Texas

55. San Antonio Distribution Center, Texas (CLOSED)

56. Fort Sam Houston Exchange, Texas

Includes Camp Bullis and Canyon Lake

57. Fort Worth Distribution Center, Texas (CLOSED)

58. Kelly Air Force Base Exchange, Texas

59. Lackland Air Force Base Exchange, Texas

60. Laughlin Air Force Base Exchange, Texas

61. Sheppard Air Force Base Exchange, Texas

Includes eligible employees at Lake Texoma Recreation Annex, Building 5516, Whitesboro, Texas

62. Utah Exchange (Formerly Hill Air Force Base Exchange, Utah)

Includes Defense Depot, Ogden, Utah

63. Bellwood Distribution Center, Virginia (CLOSED)

64. Puget Sound Distribution Center, Washington (CLOSED)

65. Northwest Area Exchange, Washington (CLOSED)

Includes eligible employees at Malmstrom AFB Exchange; at Gore Hill National Guard, Montana; at Fort Harrison Site, Montana; at Mountain Home AFB Exchange, Idaho; at

Gowen Field, Idaho; at Fort Lewis Exchange, Washington; at Fort Lawton, Washington; at Madigan General Hospital, Washington; at Vancouver Barracks, Washington; at Yakima Firing Center, Washington; at Portland Airport Branch, Portland, Oregon; at Renton USAR, Washington; at McChord AFB, Washington; at Fairchild AFB Exchange, Washington; and at Air Training Command Survival School, Washington.

66. AAFES-Europe Headquarters, Germany

Excludes aliens and non-citizens of the United States.

67. Guam Exchange

Excludes aliens and non-citizens of the United States.

68. Okinawa Area Exchange

Excludes aliens and non-citizens of the United States.

69. Patrick Air Force Base Exchange, Florida

Includes eligible employees at Camp Blanding, Florida, Cape Canaveral AFS, Canaveral Space Center, Florida, and at Port Canaveral, Cape Canaveral, Florida.

70. Fort Ord Exchange, California

Includes eligible employees at Fort Hunter-Liggett Exchange, California, at Camp Roberts, California and at Presidio of Monterey, California.

71. Oakland Distribution Center, California

72. Peterson Air Force Base Exchange, Colorado

73. Fashion Distribution Center, Texas (CLOSED)

Excludes all other employees of the AAFES headquarters building.

74. Equipment and Facilities Field Office, Central Texas Area Exchange, Fort Hood, Texas

75. Fort Drum Exchange, New York

76. Waco Distribution Center, Texas

APPENDIX B - GRIEVANCE FORM

THRU: CASE NO.

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:

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(Use Additional Sheets as Needed)

CORRECTIVE ACTION DESIRED:

I hereby designate AFGE Local \_\_\_\_\_ as my representative in this matter.

Signature of Grievant

Signature of Steward or Representative

CC: Chief, Personnel Branch

APPENDIX C - SUPERVISOR'S STATEMENT

This is to certify that on (Date) the grievant and his/her assigned Steward (or Representative) discussed the grievance described on the reverse side with me. I received this grievance form on (Date) . I was/was not able to resolve the grievance for the following reason(s):

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(Use Additional Sheets as Needed)

DATE COPY FURNISHED TO GRIEVANT:

DATE COPY FURNISHED TO STEWARD:

SUPERVISOR'S SIGNATURE:

TITLE:

DATE: