

# **DeCA Contract**

## **ARTICLE 1**

### **RECOGNITION AND COVERAGE**

The UNION is the exclusive representative of all employees of the EMPLOYER, as specified in Appendix A. This Master Labor Agreement will cover bargaining units indicated in Appendix A.

## **ARTICLE 2**

### **DURATION AND EFFECTIVE DATE**

As provided by 5 U.S.C. 7114(c) and the PARTIES' agreed-upon procedure, this agreement will be effective on November 29, 2003, provided it has been ratified, executed, and approved. This agreement shall become effective and remain in effect for three (3) years from the above date. It will be renegotiated if either PARTY at the national level serves notice on the other of intent to renegotiate during the period 105 days to 60 days prior to the expiration date, which is November 28, 2006. If neither PARTY serves notice of intent to renegotiate it, this agreement will be automatically extended for succeeding one-year periods after the third year described above; in that case, it will be renegotiated if either party serves notice on the other of intent to renegotiate during the period 105 days to 60 days prior to the expiration of an extension year.

## **ARTICLE 3**

### **PRINTING AND DISTRIBUTION**

Section 1. Defense Commissary Agency (DeCA) will print a copy of the Master Labor

Agreement (MLA) for each bargaining unit employee and send it to the Local Union in care of the worksite. The Local Union will be notified when the contracts are received at the worksite, and the Union will distribute a copy to each employee. The number provided to the Local Union will be 150% of the number of bargaining unit employees at the worksite on the effective date of the MLA.

Section 2. As bargaining units/worksites are added during the term of the agreement, a sufficient number of contracts will be provided by the Employer to the newly-certified Local Union (or for the newly-certified units/worksites in the existing Local), in accordance with Section 1 above.

## **ARTICLE 4**

### **GOVERNING LAWS, REGULATIONS, AND AUTHORITIES**

#### Section 1. General

Terms and conditions created under this Agreement will remain in full force and effect during its renegotiation, and until such time as a new Agreement is in effect; however, after expiration, either party reserves the right to unilaterally rescind a permissive provision by providing advance notice to the other. The duration of any collective bargaining agreement created under this Agreement will be the same as the duration of this Agreement. Bargaining will be conducted in accordance with the Memorandum of Understanding (MOU) of July 22, 2002, regarding consolidation of the American Federation of Government Employees (AFGE) bargaining units within DeCA.

#### Section 2. Occasions and subjects to be bargained

##### a. OCCASIONS FOR BARGAINING:

- Local Supplemental Agreements as provided for in this MLA.
- Negotiations to Change Conditions of Employment, as provided for by Section 6 of this Article.
- Re-opener as provided for in this Agreement.

b. SUBJECTS OF BARGAINING. When bargaining occurs, matters that may be included will be limited by this Agreement, DeCA directives and government-wide regulations in effect on the effective date of this MLA; existing or future federal law and Executive Orders; and future government-wide regulation implementing 5 USC 2302. Neither PARTY waives bargaining on matters it may bargain in accordance with this Agreement, or such laws, regulations, and Executive Orders. Provisions that conflict with this MLA will not be included in any other collective bargaining agreement.

#### Section 3. Effect of Collective Bargaining Agreements

a. Local Supplemental Agreements, MOUs, Memorandum of Agreement (MOAs), etc., or past practices that were in effect on the expiration date of the previous MLA will remain in effect unless:

- (1) they conflict with this MLA; and/or
- (2) they are changed by negotiation in a Local Supplemental Agreement (LSA) or another collective bargaining agreement such as a MOU or MOA.

b. Should any conflict arise between the terms of an effective collective bargaining agreement (which may include MLA, LSA, MOU, MOA, etc.) and any current or future federal laws or government-wide regulations that were in effect on the effective date of such agreement, the provisions of such laws and regulations shall supersede any conflicting provisions of the collective bargaining agreement.

c. Should any conflict arise between the terms of an effective collective bargaining agreement (which may include MLA, LSA, MOU, MOA, etc.) and any government-wide or other regulation that is issued after the effective date of the collective bargaining agreement, the terms of the agreement will govern.

d. In any conflict between the terms of an effective collective bargaining agreement and any DeCA issuances, manuals, directives, etc., regardless of the date of issuance, the terms of the agreement will govern.

Section 4. Past Practices and Other Collective Bargaining Agreements. Past practices may be created, continued, modified, or terminated in accordance with applicable law.

a. Negotiations regarding past practices may occur on matters as authorized in the LSA Article; if not authorized there, negotiations may occur at any time during the term of this MLA as, e.g., an MOU or MOA. Once a past practice has been made a provision of a collective bargaining agreement, neither party is required to negotiate further on that provision.

b. Term agreements with preceding EMPLOYERS (Army, Air Force, Navy, Marine Corps) ceased to exist on October 26, 1997. However, conditions established by such collective bargaining agreements that continued in effect as past practices after October 26, 1997, were and are treated as past practices.

c. Such past practices under subparagraphs a or b, above, may be included, either modified or unchanged, within a collective bargaining agreement; in that case, they will remain in effect for the duration of that agreement.

d. Provisions of former regulations, such as sunset provisions of the Federal Personnel Manual, which were incorporated / referenced in a past practice or collective bargaining agreement, will be treated as past practices under this Article after such regulations have been rescinded.

e. No PARTY will lose access to completion of a grievance that was initiated prior to the effective date of this MLA under pre-existing grievance and arbitration procedures. By mutual agreement of the PARTIES at the local level, such previously initiated grievances/arbitrations may be transferred to an appropriate step of the procedures in Negotiated Grievance Procedure and Arbitration Articles of this MLA. Absent such agreement, they will complete the procedures previously available to them for resolution of grievances/arbitrations but may not initiate new grievances except under the procedures in this MLA.

Section 5. Relation to LSA.

a. Matters identified as appropriate for local level bargaining, may be raised during negotiation of the LSA. However, if a matter appropriate for an LSA is not proposed during the LSA period, it will be negotiated as an MOU/MOA/etc. at the request of either

party. Up to three (3) such MOUs/MOAs/etc. may be negotiated during the term of this Agreement.

b. Matters identified as appropriate for "partnership prior to bargaining" may be raised during negotiation of the LSA or as an MOU/MOA/etc.

c. If a provision of past practice or collective bargaining agreement is alleged to conflict with this MLA, disputes over the existence of such conflict will be resolved in accordance with the LSA Article. This will apply whether the conflict was known to exist at the time of the review under Section 3 of the LSA Article, or whether the conflict became known at a later time.

#### Section 6. Mid-term Negotiations Regarding Changes to Conditions of Employment

a. The Employer agrees to provide notice and the opportunity to bargain prior to changing established personnel policies and practices, and matters affecting the work conditions that are not covered by the MLA. The following procedures will apply when the Employer initiates a change to conditions of employment not covered by the MLA:

(1) The Employer will provide written notice of the proposed change to the Union. Normally the notice will be 15 days prior to the planned implementation date.

(2) If the Union wishes to bargain regarding the change, the Union will submit a written demand to bargain and initial written proposals within 15 days of the notice. If less than 15 days notice is provided to the Union, the Union is deemed to have timely requested to bargain. The Union will submit initial written proposals within 15 days of the notice.

(3) Bargaining will begin within 15 days of receipt of the demand to bargain/proposals, unless it is mutually agreed to extend this timeframe.

(4) Agreements reached pursuant to Section 6.a.(3), above, will be reduced to writing and considered an extension to this MLA and the LSA, if any. If a timely demand to bargain is not made, the proposed change may be implemented after the 15th day. If the Union decides that bargaining will not be requested, it is encouraged to notify the Employer as soon as possible. Should a timely demand to bargain be made concerning a proposed change, the change will not be implemented until all phases of bargaining are concluded, consistent with applicable law.

b. When the Union initiates a mid-term change that is not covered by the MLA and it is bargainable, the following procedures will apply.

(1) If the Employer wishes to bargain regarding the change, the Employer will submit a written demand to bargain and initial written proposals within 15 days of the notice.

(2) Bargaining will begin within 15 days of receipt of the demand to bargain/proposals, unless it is mutually agreed to extend this timeframe.

(3) Agreements reached pursuant to Section 6.b.(2), above, will be reduced to writing and considered as extensions to this MLA and the PARTIES' LSA, if any.

c. Ground rules for bargaining under this Article may be included in an LSA or determined on a case-by-case basis.

Section 7. This MLA will be re-opened one time during the term to address specific changes resulting from and necessitated by the establishment of either an AFGE bargaining council for DeCA locals or a national consolidated bargaining unit.

Section 8. When either PARTY serves notice on the other of its intent to renegotiate this Agreement in accordance with the provisions of Article 2 (Duration and Effective Date), the moving party will submit ground rules proposals to the other party within 30 days of the date of the notice of intent to renegotiate the MLA was served.

## **ARTICLE 5**

### **DUES WITHHOLDING**

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

- a. The employee has signed up for voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form (SF) 1187, supplied by the UNION.
- d. The appropriate local UNION authorized official has completed and signed Section A of such form on behalf of the UNION.
- e. The SF1187 has been submitted to the appropriate payroll office in accordance with procedures currently in place at the local level.

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

Section 3. Deduction of dues shall begin with the first pay period that occurs after receipt of SF 1187 by the payroll office.

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

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

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

- a. Loss of exclusive recognition by the UNION.
- b. Assignment of the employee outside of the bargaining unit. If such assignment is temporary, a new SF1187 will not be required to resume dues withholding at the end of the assignment.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by the EMPLOYER of notice that the employee has been expelled or has ceased to be a member in good standing of the UNION.
- e. Request by the employee for cancellation of his dues withholding by properly completing and submitting SF1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the EMPLOYER. These forms may be obtained from the EMPLOYER. An employee who submits his request for cancellation of dues deduction within the initial year will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deductions went into effect. This is the date that the employee signed the SF 1187 to authorize the deduction. Thereafter, an employee who completes the initial one-year period and desires to cancel his dues participation through payroll deduction, may submit an SF1188 to the EMPLOYER at anytime during the six (6) week period immediately preceding July 1. The EMPLOYER must receive request for cancellation no later than 1200 noon local time on the last business day of June.

Section 7. The EMPLOYER, through its appropriate official, shall transmit to the local UNION within five (5) working days after each pay day, a list which shall identify the local UNION by name and local number, shall list the name of each employee member of the UNION on voluntary allotment, and the amount of allotment deduction made for each such employee member along with the remittance. Such list shall include the total monetary amount of all such allotment deductions made for the members of the UNION together with the total number of such allotment deductions. Such list shall also include any allotment deductions that are terminating with the pay period covered and the reason for such termination.

Section 8.

- a. The EMPLOYER shall not recoup prior erroneous dues allotments to the UNION by reducing current dues allotments.
- b. In the event the EMPLOYER improperly remits dues allotments to the UNION, the EMPLOYER will grant a waiver if the amount of an overpayment does not exceed the statutory maximum amount an agency has authority to waive, and if, in the

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

## **ARTICLE 6**

### **LOCAL SUPPLEMENTAL AGREEMENTS**

#### Section 1. Procedure

For each "included" entry on the CERTIFICATE OF CONSOLIDATION of UNITS, Case No. WA-RP-02-0016, the PARTIES may negotiate a single supplemental agreement which will have the same expiration date as the MLA, provided either PARTY requests to bargain within 45 days from: the date the MLA is approved by Department of Defense (DoD); or, if no action by DoD, 30 days from the date of execution. If a timely request is made, supplemental negotiations will continue until all phases of bargaining are completed, including third-party dispute resolution. If "included" locations are added to the consolidated unit after the effective date of this MLA, the 45 days to request an LSA will begin on the date of receipt of the addition.

#### Section 2. Limitations.

a. Supplemental agreements shall not delete or conflict with any provision, policy or procedure in the MLA. A Supplemental Agreement is limited to matters identified for supplementation in the MLA. Supplementation is appropriate for:

Article 4, Section 5.c.;  
Article 7, Section 5 (last sentence only);  
Article 9, Section 4 (office space/furnishings only);  
Article 12, Section 7.d.;  
Article 15, Section 3;  
Article 18, Section 4;  
Article 22, Section 2 (fifth sentence only);  
Article 25, Section 3;  
Article 34, Section 3.c.;

and the following additional matters that were identified for supplemental bargaining pursuant to 02 FSIP 60:

Article 11, Section 1a (last sentence only);  
Article 11, Section 1b (last sentence only);  
Article 11, Section 1c (last sentence only);  
Article 11, Section 2c (last sentence only);  
Article 11, Section 3c (first sentence only);  
Article 11, Section 15 (the entire subject of Alternative Work Schedules);

Article 11, Section 16a (last sentence only).

### Section 3. Review for Conflict with the MLA

a. Between the date of the request for local supplemental bargaining and the effective date of the MLA, the local UNION and the local management will bring forward known agreements and past practices and jointly compare them to the MLA to identify conflicts. For provisions where such conflict is disputed, the PARTY claiming conflict will forward the disputed provision to the appropriate third PARTY within thirty (30) calendar days after the dispute is identified. If either PARTY invokes the third-party step, the previous provision or past practice in dispute will continue until a decision is reached. On the effective date of the MLA, those provisions of other agreements and past practices for which such conflict is mutually acknowledged will no longer be in effect.

b. The following procedures will be used to resolve disputes over claimed conflict:

(1) First, the PARTIES will refer the matter to their Local Partnership Council, if one is in existence at the time the dispute arises.

(2) If (1), above, does not resolve the dispute, or there is no Local Partnership Council in existence at the time the dispute arises, the PARTIES may agree on an alternative dispute resolution (ADR) procedure. The PARTIES should consider using mediation or any other appropriate procedure. See the ADR Article.

(3) If an ADR procedure is not mutually agreed upon, the dispute may be resolved through the UNION/MANAGEMENT grievances procedures in the Negotiated Grievance Procedures Article. For this purpose, the date of the final resolution attempt will begin the period to invoke arbitration. All disputed provisions that have been identified during the negotiation of a LSA, will be consolidated for resolution in the same proceeding.

(4) If a dispute arises during the term of this Agreement concerning conflict between the MLA and an agreement or past practice, the above procedures will be used.

## **ARTICLE 7**

### **UNION RIGHTS**

#### Section 1. Representation Rights

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

## Section 2. Formal Meetings

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

## Section 3. Representation During Interviews

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

- (1) clarifying the questions;
- (2) clarifying the answers;
- (3) assisting the employee in providing favorable or extenuating facts;
- (4) suggesting other employees who have knowledge of relevant facts; and
- (5) advising the employee

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

## Section 4. Right to Data

a. The UNION has the right to be furnished upon request and, to the extent not prohibited by law, data that is normally maintained by the agency in the regular course of business. The data must be reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining. Data must not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining. The EMPLOYER shall provide this information to the UNION upon written request. UNION request(s) for data must establish a particularized need for the information to include what information is requested and an explanation on how the data is necessary and relevant.

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

## Section 5. Lists of Bargaining Unit Employees

The EMPLOYER will furnish the UNION with a current list of bargaining unit employees quarterly, if requested. The list shall contain the name, grade, series, organizational code, and SCD-leave date. Lists may be requested more frequently pursuant to local negotiations.

## Section 6. Union Organization

- a. The UNION retains the right to: determine its organizational structure; designate its representatives and determine their representational assignments and duties; and retain, suspend, or relieve UNION representational duties.
- b. The UNION agrees to furnish the EMPLOYER, in writing and maintain on a current basis, a complete listing of the name, phone number and title of each UNION representative and primary point(s) of contact. Communications will be made through the appropriate UNION designated representative.

## Section 7. Union Orientation

When a new employee reports to duty, the UNION representative will be notified and when available, introduced to the employee at that time. Within two weeks of an employee reporting for duty, the UNION will be given a reasonable amount of time to:

- a. brief bargaining unit employees on their representational rights,
- b. advise the employee of the contractual relationship which exists between the UNION and the EMPLOYER, and
- c. provide a copy of this agreement and other appropriate material.

## Section 8. Investigate Complaints & Conduct Interviews

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

## Section 9. Access to Management

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

## Section 10. Access to Bargaining Unit Employees

- a. The UNION will have access to bargaining unit employees in order to conduct representational functions.
- b. Duly appointed and elected representatives and employees of the UNION at the local, district, and national level will be allowed entrance into the commissary for the purpose of conducting appropriate labor-management business, and must, if not a member of the bargaining unit, follow procedures for official visitors. If the union representative is a DeCA employee from a different Store/installation, he/she will make a courtesy contact with a management official when entering.

c. A mutually agreeable time must be established with the Commissary Officer if the Union wishes to conduct non-representational functions. Mutually agreeable time will be established if a labor-management meeting is requested by either party.

#### Section 11. Informational Picketing

a. The UNION will have the right to conduct informational picketing, provided necessary permits are obtained. Participating employees will be on annual leave or leave without pay, subject to the operational need of the EMPLOYER; or on off-duty time.

b. Leaflets and other material may be handed out and media coverage will be allowed during this time as long as it does not restrict operations.

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

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

a. Establishment. Establishment of work groups that include bargaining unit member(s) and will include discussion of negotiable matters cannot be implemented absent the UNION's consent and agreement. When such work groups are to discuss only matters that are technical in nature and concern job-related functions that are part of non-negotiable management rights under the Statute, such consent and agreement is not required. However, in the implementation of such programs, the PARTIES will fulfill their collective bargaining obligations to one another.

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

### **ARTICLE 8**

#### **OFFICIAL TIME**

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

Section 2. Official time is defined as time used by a bargaining unit employee to perform representational functions relating to a DeCA bargaining unit, on behalf of a bargaining unit employee or the UNION, when the representative would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay. Official time is

available to the bargaining unit member(s) whose names have been provided by the UNION to the EMPLOYER as being a representative of the UNION.

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

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

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

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

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

Section 6. Use of official time will not advantage or disadvantage a UNION representative on his/her performance rating.

Section 7. The Commissary Officer and UNION President or their designees will initiate contact with appropriate installation official(s) to attempt to reach an arrangement for release of a non-DeCA employee from duty when the UNION determines a need for representation for a DeCA bargaining unit matter. No such arrangement will involve monetary reimbursement by DeCA, but may include liberal leave, or flexible work hours, etc.

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

Section 9. In accordance with Article 4, Section 7, this Article may be re-opened once during the term to address specific changes regarding official time resulting from the establishment of an AFGE bargaining council for DeCA locals.

Section 5. DeCA and AFGE value using on-site representatives from each store to discuss issues and resolve problems. AFGE encourages DeCA bargaining unit members to serve as onsite representatives. DeCA managers support joint resolution opportunities. On-site representatives will be called upon to discuss issues and represent their fellow bargaining unit members in a variety of areas. UNION representatives shall be granted reasonable amounts of official time as needed to carry out their representational responsibilities as authorized under this agreement. If specific arrangements for the use of reasonable official time are currently in place, they are subject to local negotiations in accordance with the LSA Article. The supervisor and UNION representative should discuss the amount of official time needed. The EMPLOYER and the UNION share the mutual responsibility for ensuring the use of official time is reasonable, necessary and in the public interest.

Section 10. The UNION may request travel and per diem expenses to attend meetings (other than negotiations) on a regional or a national basis. If such expenses are not provided for these types of meetings other suitable methods, such as conference calls, will be used. Neither party waives the right to negotiate ground rules for bargaining sessions, including travel and per diem expenses necessitated by the PARTIES MOU of July 22, 2002, concerning the consolidation of bargaining units.

#### Section 11. Training

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

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

c. Official time for initial training of a new UNION representative will be granted for up to 24 hours. Official time for other UNION sponsored training for UNION representative(s) will be granted for up to 80 hours per "included" entry on the consolidated unit certification, not to exceed 40 hours per representative per year except where there are multiple DeCA activities in such "included" entry. In this case, one representative may be granted more than 40 hours but will not exceed the 80-hour store limit. Hours will not be carried over from year to year. For training outside the commuting area, travel time may be during non-duty time or will be counted against the official time authorized for training.

## **ARTICLE 9**

### **UNION OFFICE AND FACILITIES**

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

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

Section 3. All material posted on UNION Bulletin boards must not violate any law, provision of this agreement, security, regulations of higher authority, or contain obscene or libelous material.

Section 4. Office space, if available, for the UNION will be negotiated locally. Where the UNION now has office space/office furnishings in DeCA facilities, such use will continue, where this is not the case such use will be negotiated locally. If new construction/renovation is anticipated, local parties will discuss any impact on union space as soon as possible. In all cases the UNION will be provided the ability to meet privately/confidentially with the employee and to store and secure records if requested by the UNION. The UNION will be allowed access to the EMPLOYER'S office

equipment where available e.g., computer, fax capabilities, and services at no cost to the UNION.

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

Section 6. Contracted custodial services provided to the commissary shall also be provided to the UNION office space.

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

## **ARTICLE 10**

### **MANAGEMENT RIGHTS**

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

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- b. in accordance with applicable laws:
  - (1) to hire, assign, direct, layoff and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  - (3) with respect to filling positions, to make selections for appointments from:
    - (a) among properly ranked and certified candidates for promotion; or
    - (b) any other appropriate source; and
  - (4) to take whatever actions may be necessary to carry out the mission during emergencies.

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

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

## **ARTICLE 11**

### **HOURS OF WORK**

#### Section 1. Definitions

a. Tour of Duty is the hours of the day and the days within the administrative workweek during which the employee is required to perform service on a regular, repetitive basis. The administrative workweek of employees is the calendar week, 0001 hours Sunday through 2400 hours Saturday. Employees should not be scheduled to work more than six (6) of any seven (7) consecutive days. Although work schedules will be for a minimum of one week, longer work schedules currently in effect may continue unless changed by local negotiations.

b. The Basic Workweek of Full-Time Employees shall consist of five (5) consecutive eight (8) hour days within the administrative workweek and two consecutive days off, subject to workload requirements. Where non-consecutive days off are in effect, that tour of duty may continue unless changed by local negotiations, as outlined in Article 6.

c. The Basic Workweek of Part-Time Employees shall consist of 16 to 32 hours, regular or irregular schedule, within the administrative workweek. The EMPLOYER will attempt to schedule two consecutive days off within the administrative workweek for part-time employees subject workload requirements. The number and sequence of days off to accommodate employee and commissary requirements will be negotiated locally.

d. Seniority is defined as an employee's Service Computation Date (Leave) date unless otherwise noted.

#### Section 2. Meal Period

a. Full-Time employees shall be granted, on a non-paid basis, a meal period, scheduled at or near the mid-point of the tour of duty, of at least one-half ( $\frac{1}{2}$ ) hour each workday; or, upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour.

b. Part-time employees who work six (6) hours or more in a workday will be granted, on a non-paid basis, a one-half ( $\frac{1}{2}$ ) hour meal period scheduled at or near the mid-point of the tour of duty, or upon an employee's request and with the supervisor's approval, a meal period of up to one (1) hour. A part-time employee who works six (6) hours and does not desire a non-paid lunch will be permitted to forego his/her non-paid lunch period, upon the employee's request and with the supervisor's approval. Such decisions will be made at the start of each pay period, and remain in effect for the entire pay period.

c. When a normal, scheduled meal period is not feasible within a shift, a twenty (20) minute working meal period shall be permitted and considered as time worked for pay

purposes, as long as the employee is required to remain at the work site. Changes in the working meal condition are subject to local negotiations.

### Section 3. Breaks

a. Employees working six (6) hours or less will be authorized a total of 15 minutes of rest during the workday.

b. Employees working more than six (6) hours will be authorized the above 15 minutes plus an additional 15 of rest during the workday.

c. Provisions addressing the number, timing, and sequence of breaks are subject to local negotiations. If rest breaks are in increments of 15 minutes, the breaks will be taken at or near the midpoint between the start of the employee's workday and the employee's meal period, and the midpoint between the employee's meal period and the end of the tour of duty.

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

### Section 4. Notification of Schedules

a. Employee will be notified of their work schedules one (1) week in advance of the administrative workweek. In accordance with 5 Code of Federal Regulations, 610.12(a), when the EMPLOYER determines that the EMPLOYER would be seriously handicapped in carrying out its function or that costs would be substantially increased, notification of less than one week will be permitted. A copy of any work schedule changes will be provided to the UNION.

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

### Section 5. Holiday Work Procedures

A general announcement of intent to have employees work on holidays will be posted on employee bulletin boards two weeks in advance of the holiday, unless the store has less notice. When scheduling employees for work on holidays, the EMPLOYER will first ask for volunteers, and will select the number of needed employees by seniority on a rotating basis. If an employee is to be scheduled involuntarily, rotating inverse seniority will be used. Personal needs exceptions will be considered on an equitable basis. The EMPLOYER will determine whether an employee is qualified to perform the work.

## Section 6. Overtime Work

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

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

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

## Section 7. Extension of Part-Time Employee Workday Before or After Tour of Duty

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

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

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

## Section 8. Clean-up Time

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

## Section 9. Planned Store Closures for Other than Federal Holidays

a. When a planned store closure occurs and there is other work available for affected employees, employees scheduled to work during the closure will have the following

options: perform other duties, request annual leave without pay, or have the tour of duty rescheduled to recapture hours otherwise lost for the pay period.

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

c. Thirty days' notice will be provided to employees of closures under this section.

#### Section 10. Federal Holidays

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

New Years Day, January 1

Birthday of Martin Luther King, Jr. the third Monday in January

President's Day, the third Monday in February

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Columbus Day, the second Monday in October

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Christmas Day, December 25

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

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

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

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

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

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

(1) administrative leave, if approved by the EMPLOYER on a holiday-by holiday basis;

- (2) annual leave, accrued compensatory time, leave without pay, or time off award;
- (3) reschedule hours within the same pay period to recapture hours otherwise lost;
- or
- (4) a combination of the above.

#### Section 11. Daylight Savings

- a. If the employee's tour of duty coincides with daylight savings time and requires working an additional hour, the employee will be paid for the actual hours worked.
- b. If the hours worked are less than normal because of daylight savings time, the employee will be on leave or work the additional hour.

#### Section 12. Obtaining and Securing Government Property

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

#### Section 13. Split Shifts

Split shifts are not permitted and will not be used.

#### Section 14. Types of Schedules

- a. Full-time employees will be given a fixed schedule. Fixed schedules may consist of different weekly tours of duty but do not vary from pay period to pay period, and may be rotating or non-rotating.
- b. Fixed schedules for part-time employees will remain the same at each Commissary, or be established, only where operational needs permit.
- c. It is understood that work schedules are subject to change depending on the operational needs of the Employer and/or availability of employees. Such needs as rotating receivers and accommodating light duty needs may affect scheduling. Such cases will not be subject to the provisions of Section 16. The Employer will attempt to keep work schedule changes to a minimum, consistent with operational needs. Personal needs exceptions will be considered on an equitable basis.

#### Section 15. Alternative Work Schedule (AWS)

Provisions for AWS may be negotiated at the local level and if negotiated, will include a trial period. Any AWS implementation or modification will be done consistent with the requirements of the Federal Employees Flexible and Compressed Work Schedules Act.

## Section 16. Equitable Distribution of Tours of Duty

a. By department, and an employee's title, series and grade, when a Tour of Duty opening arises, SCD-leave will prevail if more than one qualified employee bids on that Tour of Duty. No full-time employee may bid on a part time tour of duty or vice versa nor may bids be made on unequal part-time tours of duty. If no individual bids on a needed tour of duty, then inverse seniority will be applied. No employee will be required to bid on a Tour of Duty opening. Whether this provision will apply to encumbered Tours of Duty is an appropriate subject for local negotiations.

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

## Section 17. Pagers

In accordance with 5 CFR 551.431(a)(1) and (2), an off duty bargaining unit employee who is required to carry and respond to a pager, will be in a standby pay status and will be subject to the following restrictions:

a. The employee is restricted to an Agency's premises, or so close thereto that the employee cannot use the time effectively for his her own purposes; or

b. The employee, although not restricted to the agency's premises:

(1) is restricted to his or her living quarters or designed post duty;

(2) has his or her activities substantially limited; and

(3) is required to remain in a state of readiness to perform work.

## **ARTICLE 12**

### **SAFETY & HEALTH**

#### Section 1. General

a. Whenever injury is referenced in this article, it means injury or illness. The EMPLOYER will provide and maintain safe working conditions and industrial health protection for employees, e.g. ergonomic technology. The UNION will encourage all employees to work in a safe manner and report all known health or safety hazards. The EMPLOYER will promptly investigate and initiate corrective action on all reported health or safety hazards. No employee shall work or be required to work on or around or operate equipment where it would be unsafe or detrimental to health without proper precautions, protective equipment and safety devices. When an employee, during the course of performance of official duties, believes he or she is exposed to health or safety hazard which presents an imminent danger which may cause death or serious physical harm, said employee shall cease the assigned task in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation of the situation and, after discussion with appropriate safety personnel, make a decision as to

whether work may proceed. Supervisors shall not order/require any employee to perform any act that is unsafe or unlawful.

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

## Section 2. On the Job Injuries

a. The PARTIES agree to encourage all employees to report all accidents and injuries immediately, as required by existing regulation/directive. The EMPLOYER will require all supervisors to comply with current regulations/directives and instructions concerning the reporting of accidents and injuries. As required by existing regulations/directives, employees will report all on-the-job injuries, regardless of their severity as soon as possible after becoming aware of the injury. The injury should be reported to their immediate supervisor, but if their immediate supervisor is not available, the injury will be reported to any manager/supervisor. In the event of an injury on the job, the EMPLOYER will obtain, and as appropriate, provide emergency medical treatment and transportation. The EMPLOYER agrees to notify the UNION of any reported "Lost Time" accidents or occupational illnesses that involve bargaining unit employees. This will be done within 24 hours of when the EMPLOYER became aware that Lost Time was involved. Consistent with the Privacy Act, such notification will include name of bargaining unit employee, circumstances, nature of injury sustained by the employees.

b. The EMPLOYER will supply the appropriate forms to the employee for completion and return. The EMPLOYER will advise and assist the employee in filing the applicable compensation forms. The EMPLOYER will ensure the completed forms are processed and promptly forwarded to the servicing Civilian Personnel Office (CPO).

## Section 3. Light Duty

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

b. The EMPLOYER agrees to consider assigning the injured employee to light duty when such need is substantiated by a doctor's certificate and such work is available

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

#### Section 4. Protective Equipment/Clothing:

The EMPLOYER shall furnish protective equipment/clothing for employees engaged in work that requires such equipment/clothing as prescribed by DeCA and federal directives. The nature of the duties, not the frequency, dictates the requirement for the equipment/clothing. Cleaning, repair and replacement of such issued equipment/clothing will be provided by the EMPLOYER as needed. The employees will be trained on the proper use and care of all safety equipment. Training will be properly documented and put in employees' files.

#### Section 5. Safety Council

The PARTIES agree that the union is entitled to one representative and one alternate representative on the Safety Council. UNION representatives will have the full rights and privileges of other members.

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

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

#### Section 7. Adverse Weather Conditions

a. Installation weather plans are unique to each location and the local Installation Commander determines installation closure.

b. The EMPLOYER will notify the commissary UNION Representative of the announced impending installation closure at the time of notification from the installation commander. Liberal leave policy will be in effect during adverse weather conditions.

c. Proactive dialogue between the Installation Commander, Union and Commissary management should be established to develop procedures for adverse weather conditions.

d. Provisions for employees affected by adverse weather conditions are subject to local supplemental bargaining as specified in Article 6. Local supplemental bargaining may include, but is not limited to, the following subjects:

- Base Closure
- Early release
- Delayed reporting
- Arrangements for employees' safety

## **ARTICLE 13**

### **UNIFORMS, TOOLS, AND EQUIPMENT**

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

## **ARTICLE 14**

### **SECURITY**

#### Section 1. Employee Lockers

a. The EMPLOYER, upon request, will furnish store and warehouse employees a locker. The contents of the locker are not to be thought of as private or free from inspection.

b. Employees may provide a lock for their own locker.

c. EMPLOYER will inspect the employees' lockers as needed to ensure compliance with directives for security, sanitation, health, safety, and property accountability. When possible, the employee will be allowed to observe the inspection. If the employee is not available, and there is a compelling need to open the locker, the inspecting manager must have a witness.

d. Other than spot checks or for emergency sanitation or safety reasons, the union representative and the employees will be given two weeks' notice, when possible, of the requirement to remove items from their lockers .

#### Section 2. Spot Checks

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

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

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

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

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

## **ARTICLE 15**

### **EMPLOYEE PARKING**

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

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

Section 3. Other issues regarding employee parking may be locally negotiated.

## **ARTICLE 16**

### **INMATE LABOR**

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

## **ARTICLE 17**

### **CUSTODIAL DUTIES**

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

## **ARTICLE 18**

### **SMOKING**

Section 1. Outdoor smoking areas will be provided for employees. Areas where smoking is permitted will be properly identified.

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

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

Section 4. Facilities and other issues concerning smoking not covered above will be appropriate for negotiation locally.

## **ARTICLE 19**

### **EMPLOYEE TRAINING**

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

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

Section 3. The availability of training opportunities will be communicated to employees and the union in a timely manner. The parties agree that employee self-development should be encouraged, therefore, information regarding training opportunities such as correspondence courses, and training/education opportunities through the installation education center. Schedule accommodation may be used to encourage self-development where possible.

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

selection for training will be communicated to employees and the union in a timely manner.

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

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

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

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

## **ARTICLE 20**

### **EMPLOYEE TRAVEL**

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

## **ARTICLE 21**

### **EMPLOYEE - SUPERVISOR COMMUNICATION**

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

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

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

## **ARTICLE 22**

### **ANNUAL LEAVE**

#### Section 1. General Provisions

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

#### Section 2. Annual Leave Plan

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

#### Section 3. Unplanned Leave

Unplanned leave requests will be submitted as soon as the need for leave is known. The supervisor will respond within three (3) working days from the date of the request, or as much notices that was provided to the supervisor, allowing time for the supervisor to make a decision. Unplanned leave will be on a first come, first served basis.

#### Section 4. Emergency Annual Leave

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

#### Section 5. Forfeited Leave

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

#### Section 6. Leave Transfer Program

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

#### Section 7. Advanced Annual Leave

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

#### Section 8. Annual Leave for Internal Union Functions

Management will approve annual leave, if at all possible without further expenditures of resources, when union officials need leave for internal union functions.

### **ARTICLE 23**

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

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

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

a. Pursuant to the Family and Medical Leave Act (FMLA) and its implementing regulations, an eligible employee who has completed at least 12 months of service as an employee shall be entitled to a total of 12 administrative workweeks of leave without pay (LWOP) during any 12-month period for one or more of the following reasons:

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

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

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

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

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

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

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

## **ARTICLE 24**

### **SICK LEAVE**

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

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

Section 2. Sick leave will be administered in accordance with 5 CFR 630.401 and this Article.

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

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

Section 3. Sick Leave Notification

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

b. Notification will be provided prior to the start of the tour of duty, unless the degree of injury or illness prevents it. In this case, the employee will assure the absence is reported as soon as possible. Such employee's notification does not in itself constitute approval of sick leave.

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

Section 4. Employees will be required to furnish acceptable evidence (medical certificate - 5CFR 630.201) to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays. If the employee did not consult a medical practitioner, he may provide a signed self-certification statement, except for an employee under the sick leave abuse requirement. The EMPLOYER reserves the right to accept or reject the employee's statement of self-certification for reasonable cause. Low sick leave balance in and of itself is not reasonable cause.

Section 5. Employees will not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three (3) consecutive workdays or less. However, employees may be required to provide a medical certificate for less than three (3) consecutive workdays if they are under sick leave abuse requirements or there is reason to believe the employee is abusing/misusing sick leave privileges.

#### Section 6. Sick Leave Abuse

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

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

Section 7. Employees who are not subject to the restrictions of sick leave abuse will not be required to furnish a medical certificate on a continuing basis if the employee suffers from a chronic condition that does not necessarily require medical treatment although absence from work may be necessary and the employee has previously furnished

medical certification of the chronic condition. The EMPLOYER may periodically require further medical certification to substantiate an employee's continued use of this provision. However, the EMPLOYER will not ordinarily require the employee to provide further certification for the period covered by medical certification already on file with the EMPLOYER.

Section 8. As an appropriate arrangement for employees under 5 USC 7106(b)(3), an employee may request up to 240 hours advanced sick leave. Advanced sick leave approval will be at the appropriate level. An employee, who is under a sick leave abuse requirement, may or may not be granted advance sick leave. For other employees, advanced sick leave will be given when all of the following conditions are met:

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

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

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

Section 11.

- a. A covered full-time employee may use 40 hours of sick leave each year to care for a family member's general health or bereavement. An employee is entitled to use an additional 64 hours per leave year provided the employee maintains a balance of at least 80 hours of sick leave.
- b. Full-time employees are entitled to use up to 12 administrative workweeks (480) hours of sick leave each year to care for a family member's serious medical condition.
- c. Full-time employees are entitled to a total of 12 weeks (480 hours) of sick leave each year for all family care purposes as described in a. and b. above.

d. Part-time employees may also use sick leave for these purposes. The amount of sick leave permitted under the Act is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.

e. Family member is defined as:

- Spouses, and parents thereof;
- Children, including adopted children and spouses thereof;
- Parents;
- Brothers and sisters, and spouses thereof; and
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

f. Documentation for sick leave under this section is:

(1) For serious medical condition: DOL Form WH 380 (which will be provided by the EMPLOYER upon request), or equivalent information.

(2) For bereavement: a newspaper notice (obituary), a funeral home documentation, or a death certificate.

(3) For general health condition: a DeCAF 50-63 and additional documentation for an absence in excess of three consecutive workdays.

## **ARTICLE 25**

### **ADMINISTRATIVE LEAVE**

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

Section 2. When the EMPLOYER/INSTALLATION COMMANDER decides during working hours that activities must be curtailed due to inclement weather, acts of God, military necessity, or other events beyond the EMPLOYER'S control, administrative leave is authorized.

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

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

## **ARTICLE 26**

### **MISCELLANEOUS LEAVE**

#### Section 1. Court Leave

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

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

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

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

e. An employee will be released from work with pay for the days he/she was scheduled to work that coincide with court duty. At the employee's request, if the court duty continues into the following week(s), the employee's workweek will be changed to coincide with court days. An employee's tour of duty will not be changed to avoid the granting of court leave.

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

Blood Donations. Employees are encouraged to serve as unpaid blood or plasma donors. If requested, employees may be excused from work without charge to leave for up to four (4) hours of excused absence, subject to operational requirements, for blood/plasma donations conducted on the installation, or, off of the installation in emergency situations or when the worksite is not located on an installation. This is not

intended to mean that every employee is expected to need four hours. Within the four hour maximum, the time includes time necessary for blood donation, recuperation, and necessary travel. Normally requests for absence to donate blood will be made as far in advance as possible. The employee will provide verification of off-installation donation.

### Section 3. Military Leave

a. Career and career-conditional employees who are members of the National Guard, or any reserve unit of the Armed Forces (that is, Army, Navy, Air Force, Marines, or Coast Guard), shall be entitled to military leave for each day of active duty and inactive duty for training in such organizations up to a maximum of 15 calendar days in any fiscal year (prorated for part-time employees). Military leave, not to exceed 15 days, which is unused at the beginning of succeeding fiscal year, will be carried forward for use in that fiscal year only. This gives a full time employee the potential for 30 days of military leave during a fiscal year (less for part time employees, also prorated).

b. Approval of military leave provided in the foregoing shall be based on documentation such as a copy of the orders directing the employee to active duty and a copy of the certificate on completion of inactive duty training.

c. Military leave shall be without loss of pay.

d. Employees should request military leave or accommodations to attend weekend drill by rescheduling a conflicting tour of duty, annual leave, or leave without pay as far in advance as possible.

### Section 4. Voting Leave

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

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

### Section 5. Leave for Assisting Civil Authorities

An employee who is a member of a Reserve component or the National Guard is entitled to up to 22 work days per calendar year without loss of pay or leave in accordance with 5 USC 6323(b).

## Section 6. Leave Without Pay

a. Leave without pay is a temporary non-pay status and absence from duty granted upon an employee's request. All requests for leave without pay, regardless of duration, are subject to approval by the appropriate authority. A period of leave without pay shall not exceed one year for each application.

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

c. The EMPLOYER recognizes the obligation to return an employee to duty at the expiration of approved leave without pay in a position and rate of pay to which the employee is entitled.

d. Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program to the extent they are entitled such benefits. The EMPLOYER will continue to pay its share of the premium for the first 80 hours of LWOP. The employee is responsible for the employee's and EMPLOYER'S share after 80 continuous hours.

e. The EMPLOYER also recognizes the RIF placement and retreat rights of an employee on leave without pay in situations where the employee's status has been affected by RIF action during the period of absence on leave without pay.

## Section 7. Maternity/Paternity Leave

There will be no specified time granted for absence for maternity/paternity reasons. Absence for maternity reasons may be a combination of sick leave, annual leave and/or leave without pay. The employee, her supervisor, and her physician will determine the length of time for maternity reasons. A male employee who has provided the EMPLOYER with reasonable advance notice may be absent on annual leave or leave without pay for a reasonable period of time for the purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The length of time will be determined by the employee, his supervisor, and attending physician as appropriate.

## Section 8. Bone Marrow or Organ Donation

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

## **ARTICLE 27**

### **EMPLOYEE RIGHTS**

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

Section 2. All personnel shall be treated with fairness, equity and dignity in all matters without favoritism or regard to political affiliation, race, color, religion, national origin, sex, marital status, age or handicapping condition. Employees' constitutional rights will be protected and employees will be treated with proper regard and protection of their privacy. Employees have the right to fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by management so long as such activities do not conflict with the government-wide ethics requirements as outlined in regulatory guidance or with job responsibilities; the standard of nexus shall apply.

Section 3.

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

b. An employee has the right to timely assistance and action in resolving personnel issues. The employee can submit a written request directly to the worksite Personnel Liaison. Such request will be handled confidentially and expeditiously.

Section 4. The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either House of Congress, or a committee or member thereof, may not be interfered with or denied.

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

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

b. The employee requests representation.

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

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

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

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

Section 10. Notice of Open Seasons

a. Thrift Savings Plan: The open seasons for the Thrift Savings Plan (TSP) are currently 15 April – 30 June, and 15 October - 31 December. The EMPLOYER will inform employees by a notice to each employee of the open seasons.

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

## **ARTICLE 28**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. Employer prohibits discrimination against any employee based on race, color, religion, age, sex, national origin, or mental or physical disability in all civilian personnel decisions. Sexual harassment violates acceptable standards of conduct required of all DeCA employees and no instance of sexual harassment will be tolerated.

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

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

## **ARTICLE 29**

### **EMPLOYEE ASSISTANCE PROGRAM**

Section 1. EMPLOYER will provide an Employee Assistance Program (EAP) to employees who have alcohol and/or drug problems that include short-term counseling and/or referrals for long-term counseling or treatment. The EMPLOYER and the UNION agree to work together to promote use of the EAP when needed. An employee who is interested in this program should contact their supervisor or a UNION representative.

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

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

## **ARTICLE 30**

### **EMPLOYEE RECORDS**

Section 1. There are four types of employee personnel records: (1) Official Personnel Folder, (2) Supervisory Work Folder (SWF); (3) Time and Attendance; and (4) Adverse action file (if created and maintained).

Section 2. Official Personnel Folders are maintained at the servicing Civilian Personnel Office and will be provided for onsite review and/or limited copying in a timely manner to the employee upon their written request.

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

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

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

Section 6. The supervisor will advise the employee when adverse information is placed in the SWF and request the employee initial the entry. The employee will be provided a copy upon request.

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

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

## **ARTICLE 31**

### **MERIT PROMOTION**

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

## Section 2.

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

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

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

Section 3. Employees are responsible for submitting required application material to the servicing Civilian Personnel Office prior to the closing date of the announcement. Official mail may not be used for submission of job applications.

Section 4. If any referred applicant is interviewed, all of the referred applicants will be interviewed.

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

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

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

Section 8. A maximum of 10 promotion candidates will be referred for each vacancy. One additional candidate will be referred for each additional vacancy. Where ties exist for the final position among the highly qualified candidates after evaluation and ranking factors, all tied candidates will be referred. Referral listings will be sent to the selecting official in alphabetical order.

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

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

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

## **ARTICLE 32**

### **TEMPORARY PROMOTIONS**

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

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

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

a. An internal announcement will be posted for seven (7) calendar days on employee bulletin board(s) advising of the position to be filled, projected length of promotion and any possible extension, required qualifications, name of selecting supervisor, and closing date of announcement.

b. Interested employees will submit an application (e.g. Standard Form-SF-171, SF-172, Optional Form-OF-612, or Resume) outlining their qualifications for the job to the selecting supervisor, by the close of business of the closing date of the announcement.

c. Selecting supervisor will select from among the most qualified of the applicants. Non-selected applicants will be notified of non-selection. At the non-selected applicant's request, the reason for non-selection will be provided.

d. Selected employees must meet the qualifications and time in grade requirements for the position, as prescribed in the OPM Qualifications Standards Handbook or equivalent.

e. To assure that the servicing Civilian Personnel Office has current information and to expedite the processing of the action, a copy of the selected employees application will be forwarded to the servicing Civilian Personnel Office.

f. The temporary promotion will expire on the last day of the NTE date indicated on the SF-50 or when the EMPLOYER determines the work requirement for the temporary promotion no longer exists. In the latter case an SF-52 terminating the temporary promotion will be processed.

g. The employee will be paid for the higher grade from the period starting with the effective date of the promotion as stated on the SF-50 through the expiration or termination date.

h. An employee may not be promoted under these same procedures to a higher graded position for more than any 120 days during the preceding 12 months.

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

## **ARTICLE 33**

### **REASSIGNMENT**

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

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

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

## **ARTICLE 34**

### **DETAILS**

Section 1. Definition

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

a. A detailed Employee:

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

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

(3) continues to officially occupy the position from which the employee has been detailed.

b. An employee may not be detailed to a different position for at least 90 calendar days after initial competitive appointment.

## Section 2. Documentation

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

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

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

## Section 3. Procedures

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

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

c. Details will be rotated in a fair and equitable manner. Local Labor-Management Partnerships should attempt to decide procedures for such rotation. If no decision is made through partnership, the matter may be negotiated locally a maximum of once during the term of the agreement.

## Section 4. Details to Higher Graded Positions

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

## **ARTICLE 35**

### **PERFORMANCE MANAGEMENT**

#### Section 1. General

- a. Performance appraisal and performance management are for the purposes of: producing the utmost performance; maintaining cooperation and communication between employees and supervisors; creating the basis for performance-based actions (positive and negative). The Performance Management System shall be administered in accordance with applicable DeCA regulations and this agreement.
- b. Performance standards shall be written at the fully successful level. As applied to employees, DeCA's performance appraisal system and program(s), including the performance plan, shall be attainable, job-related, objective, and not absolute; and permit accurate measurement of performance. When evaluating an employee, the supervisor shall give due consideration to factors beyond the control of the employee.
- c. Employees will be rated by their immediate supervisor according to their Performance Plan.
- d. If an employee believes he/she has been given conflicting instructions by supervisors, the employee should call the conflict to the attention of the supervisor issuing the most recent instructions. Once an employee calls a conflict to management's attention, the conflict will not be a basis of action against the employee.

#### Section 2. Performance Plan

Management shall request and consider employee input in developing performance plans (defined as performance elements and standards). Any written comments provided by the employee shall be retained with the performance plan. If there is a dispute over the contents of the performance plan, the supervisor shall make the final determination of what goes into the performance plan. An employee may request to be assisted by a UNION representative in discussions with the supervisor concerning development of the content of the Performance Plan before it has been established. After the Performance Plan has been established by the designated supervisor(s), the employee will be provided a copy of the Plan at the beginning of the performance appraisal cycle. When there is a need for a change in the Performance Plan, the above procedures will again be followed.

#### Section 3. Performance Discussions

- a. The employee and supervisor will discuss the employee's performance under the Performance Plan at appropriate times during the appraisal cycle. At a minimum, such discussions will occur at a mid-point review held during the period 30 days prior to, to 30 days after, the mid-point. At the request of the local UNION official, within 90 days

before the end of the rating cycle, a meeting(s) may be scheduled with the bargaining unit to discuss the performance management system. Information critical of employee performance which may be significant enough to affect the employee's rating will be called to the employee's attention and documented when the supervisor becomes aware of it. At the end of the rating cycle, the employee will be provided a copy of their performance appraisal rating. If the employee is dissatisfied with a rating, the employee may contest it as provided in the Negotiated Grievance Procedures Article and applicable law.

b. If the supervisor, during a performance discussion, anticipates that the employee may receive a rating below fully successful if current performance continues, the supervisor will inform the employee what is needed to bring his or her performance to the fully successful level. The supervisor will provide the opportunity for assistance, which may include remedial or developmental training, necessary for the employee to improve their performance.

#### Section 4. Performance Improvement Plan

a. When the supervisor determines that the employee will fail in one or more critical elements, the supervisor will develop a written comprehensive PIP and include whatever measures the supervisor determines are necessary to bring the employee's performance up to the fully successful level. Any improvement plan that is developed will provide for counseling, training, and guidance, as appropriate.<sup>1</sup>

b. The employee will be given a reasonable amount of time in which to bring their performance up to an acceptable level. At the end of the PIP period, a written determination of the employee's performance on the failed element(s) will be issued. If it is determined that the employee still failed the element, the supervisor will initiate action to remove the employee from the position by reassignment, demotion, or removal.

c. If the employee successfully completes the PIP, but within a year of the onset of the PIP, the employee again becomes unacceptable on the same element (s), the supervisor will initiate removal, demotion or reassignment action, as appropriate.

d. If a PIP period would end after the normal rating cycle, the rating cycle will be extended by the amount of time needed to complete the PIP before a performance appraisal rating is issued.

#### Section 5. Procedures for Performance-Based Demotions or Separations

a. Following the completion of the PIP period in Section 4, if the decision is to propose demotion or separation, the employee will be provided 30 days advance written notice of the proposed action. The notice will include:

(1) the type of action proposed;

(2) the specific instances of unacceptable performance by the employee on which the proposed action is based;

(3) the critical element(s) of the employee's position involved in each instance of unacceptable performance;

(4) the employee's right to be represented by an attorney or other representative; and

1 Intent statement: The supervisor is the one who makes the decision on the appropriateness of providing counseling, training, and guidance, as part of the performance improvement plan (PIP), and it is based on what is appropriate in the circumstances. Appropriate considers the interests of the EMPLOYER and the Employee.

(5) the employee's right to answer orally and/or in writing within 10 calendar days.

b. The 30-day advance notice period may be extended not to exceed 30 additional days for the following reasons:

(1) to obtain and/or evaluate medical information when the employee has raised a medical issue in the answer to the proposed reduction-in-grade or removal;

(2) to arrange for the employee's travel to make an oral reply to a DeCA official; or the travel of a DeCA official to hear the employee's oral reply;

(3) to consider the employee's answer if an extension to the period for an answer has been granted (for example, because of the employee's illness or incapacitation);

(4) to comply with a stay ordered by an official of the Merit Systems Protection Board; or

(5) to consider reasonable accommodations of a handicapping condition;

(6) for other reasons as approved by OPM. Decisions on extension requests will be provided as soon as possible.

c. A final written decision must be issued to the employee after expiration of the advance notice period. The decision notice must be given at or before the time the action becomes effective. A decision may not be effected until after the advance notice period has expired.

d. The contents of the final decision notice must:

(1) specify the instances of unacceptable performance by the employee on which the reduction-in-grade or removal is based;

(2) be decided by the reviewing official or other official in the supervisory chain or in a higher position than the individual proposing the action; and

(3) inform the employee of their rights to appeal that decision to the Merit Systems Protection Board (MSPB), time limits for filing such appeal, the address of the appropriate MSPB office for filing the appeal, a copy of the MSPB regulation, and a copy of the MSPB appeal form; and

(4) inform the employee of the right to grieve the decision through the Negotiated Grievance Procedures Article.

## **ARTICLE 36**

### **AWARDS**

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

- a. Encourage DeCA personnel to improve Government operations and support and enhance DeCA and national goals; and
- b. Recognize and reward personnel appropriately, promptly, and on the basis of superior performance, special acts or services, or other personal or group efforts that substantially exceed normal standards or expectations and result in improved federal government productivity and/or services.
- c. Administer the Incentive Awards Program in accordance with the merit system principles of Title 5, United States Code. Any DeCA employee may nominate their co-workers for all types of awards, either as individuals or as a group. No person will be involved in the approval process of an award that would be considered a conflict of interest. Awards should be presented in a public manner at a ceremony commensurate with the level of the award. The UNION will be invited to awards ceremonies held for employees of the bargaining unit.

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

a. Monetary

- Performance Award
- Special Act or Service Award
- Quality Step Increase
- Time Off Award
- On The Spot Award

b. Non-monetary

- Honorary e.g.; Certificate/Memorandum of Appreciation
- Meritorious Medals
- Length of Service, etc.

Section 3. Suggestion Awards

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

## **ARTICLE 37**

### **POSITION DESCRIPTIONS and POSITION CLASSIFICATION**

#### Section 1. Position Descriptions

a. The purpose of a position description is to describe officially, for pay and classification purposes, the relevant assigned skills and duties of the position.

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

c. Employees who believe that their position descriptions are inaccurately described may discuss this matter with their supervisors for clarification.

d. Position descriptions do not describe all job assignments. When the term "performs other duties as assigned" or its equivalent is used in a position description, the term is mutually understood to mean "tasks that are related to the position and are of an incidental nature". It is also understood that this language does not prevent the EMPLOYER from assigning unrelated work to an employee of a temporary nature. Such term will not be used to assign duties outside an employee's classification on a recurring basis.

#### Section 2. Position Classification & Appeal

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

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

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

## **ARTICLE 38**

### **DISCIPLINARY AND ADVERSE ACTION**

#### Section 1. Purpose

The PARTIES recognize that fair and constructive discipline promotes the employee/employer relationship. It is also recognized that the earlier and more complete relevant facts about an incident can be established, the better able the PARTIES can make judgments. Disciplinary and adverse actions shall be constructive and for just cause, promote the efficiency of the service, and assure due process.

#### Section 2. Definitions

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

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

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

#### Section 3. General

a. When taking actions under this Article, mitigating and aggravating factors will be considered.

b. For other than informal actions or letters of reprimand, there will be a proposing and deciding official. The deciding official will be at least one level higher than the proposing official. However, the proposing and deciding official may be the same person when that person is the head of the component e.g., Region Director, Commissary Officer.

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

d. When the employer determines that formal disciplinary action may be required to correct misconduct on the part of an employee, the supervisor will obtain available information concerning the alleged misconduct. This may include an investigative

interview with the employee. The purpose of the investigation is to ensure relevant facts are known and afford employees the opportunity to explain the basis for their actions. Supervisors are encouraged to inform employees of their right to UNION representation in these circumstances.

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

#### Section 4. Procedures

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

#### b. Disciplinary Actions

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

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

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

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

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

#### c. Adverse Actions

(1) Employees against whom a adverse action is proposed are entitled to:

(a) At least 30 days advance written notice to enable the employee to understand fully the violation, infraction, misconduct, or offense for which the employee is being charged. The notice will include a description of the offense, times, places, dates, and

events that were the basis for the proposed adverse action. However if, there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the advance notice period may be less than 30 days. Upon request, the EMPLOYER will furnish the employee, or the designated representative, a copy of all pertinent information, both for and against the employee;

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

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

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

#### Section 5. Grievance and Appeals

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

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

### **ARTICLE 39**

#### **ELECTRONIC FUNDS TRANSFER**

Section 1. Electronic Funds Transfer (EFT) is a method of payment for pay and travel of employees. EFT is a payment method that allows individuals to have their net pay and travel reimbursement sent directly to the account of their choice at their designated financial institution. EFT participants benefit from: increased security of the transaction (no check to be lost or stolen); automatic deposit of their money at the opening of business on the payment date; and the elimination of special trips to deposit or cash Treasury checks. DoD benefits from the elimination of the costs of printing, mailing, replacing and processing individual checks.

Section 2. All employees will be paid by Electronic Fund Transfer (EFT) unless a waiver is granted. An employee is eligible for waiver under Department of Treasury regulations if the employee determines that payment by EFT will impose a hardship due to a physical or mental disability, or a geographic, language or literacy barrier, or would impose a financial hardship.

Section 3. If pay is more than three working days late an employee may request and receive a reissued (recertified) payment.

## **ARTICLE 40**

### **PAY ADMINISTRATION**

Section 1. Environmental Differential Pay or Hazardous Duty Pay Wage Grade (WG) employees are entitled to environmental differential pay in accordance with 5 CFR 532.511. General Schedule (GS) employees are entitled to hazard pay differential in accordance with 5 CFR 550, Subpart I. Pay determination will be made on an individual basis. For example, WG employees exposed to cold hazard, as described in 5 CFR 532.511, will be provided protective equipment/clothing that practically eliminates the hazard. If such protective equipment/clothing is not provided, environmental differential pay will be paid.

Section 2. Shift Differential Pay and Night Pay Differential

a. WG Shift Differential Pay

#### **REGULAR HOURS DESCRIPTION DIFFERENTIAL**

Between 0800 and 1500 Shift 1 0%  
Between 1500 and 2400 Shift 2 7-1/2%  
Between 2300 and 0800 Shift 3 10%

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

b. General Schedule Night Pay Differential

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

Section 3. Overtime Pay

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

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

c. General Schedule overtime will be paid at one and one-half times of the individual's hourly rate of basic rate of pay, but not to exceed the hourly rate of basic pay of GS-10 Step 1. Wage Grade overtime will be paid at one and one half times of the individual's hourly rate of basic rate of pay. When an employee is called back to work outside of their regularly scheduled tour of duty, a minimum of two hours work will be recorded on the employee's Time and Attendance sheet.

d. At the request of the employee (GS and WG), compensatory time will be granted in lieu of overtime paid for an equal amount of time spent in irregular or occasional overtime work.

#### Section 4. Sunday Premium Pay

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

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

#### Section 5. Holiday Pay

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

### **ARTICLE 41**

#### **LABOR-MANAGEMENT COMMUNICATION**

##### Section 1. General

The parties agree that a cooperative, constructive working relationship will exist to achieve common goals. The relationship between management and labor will include open and honest communication with a view toward recognizing and addressing the common interests of the parties.

## Section 2. Senior Level Group

DeCA and AFGE will have two-way information exchange at the senior levels on strategic issues and initiatives. This is to provide operational information and employee feedback. The senior level group will consist of DeCA Headquarters management and AFGE national level representatives. The senior level group will meet semi-annually provided there are pending subjects for discussion that warrant a meeting. Scheduling of the meetings will be by mutual agreement.

## Section 3. Partnership

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

## Section 4. Working Groups

The parties agree to establish working group(s), as chartered by the Senior Level group, on an as needed basis, to work on a specific initiative(s). The purpose of the working group(s) is to problem-solve and ensure cooperation within AFGE and DeCA concerning major initiatives that have ramifications beyond local limits. The working group(s) may meet as needed and will be advisory in nature. The meetings will be conducted through virtual meeting technology (e.g., VTC, web camera, etc.).

## **ARTICLE 42**

### **CATEGORIES OF EMPLOYEES**

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

## **ARTICLE 43**

### **ALTERNATIVE DISCIPLINE**

The national AFGE and DeCA will investigate further the possibility of designing a mutually beneficial alternative to traditional ways of managing discipline. If such a program is agreed upon, it will be forwarded to the installation-Local level, where it may be adopted pursuant to mutual agreement by a Local and installation operating under this MLA.

## **ARTICLE 44**

### **WAGE SURVEYS**

If selected by the AFGE Local to participate in a wage survey, one representative per bargaining unit will be released for the survey on official time.

## **ARTICLE 45**

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

#### Section 1. Definitions

a. RIF occurs when a competing employee is released from their competitive level by separation, demotion, and furlough for more than 30 days, or reassignment requiring displacement. A RIF action may be conducted because of lack of work, shortage of funds, insufficient personnel ceiling; reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within 180 days.

b. Transfer of Function (TOF) means: A transfer of the performance of the continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 2. RIF, TOF and Reorganization will be conducted in accordance with applicable laws, government-wide regulations and this agreement.

Section 3. The EMPLOYER shall notify the UNION, with as much advance notice as possible, prior to notifying any bargaining unit employee, when a RIF, TOF or Reorganization may be necessary. The notice will include the reason(s) for the RIF/TOF/Reorganization, approximate number of positions or employees impacted and the approximate date the actions are expected to take place. The UNION agrees to assist the EMPLOYER in keeping employees informed.

Section 4. The EMPLOYER will provide all other pertinent information to the UNION if and when available regarding RIF/TOF/Reorganization. The EMPLOYER will endeavor to provide this information at least 120 days prior to the effective date of a RIF/TOF/Reorganization. Additional information, as it becomes available, will be provided.

Section 5. When the EMPLOYER issues a specific written notice to an effected employee, the EMPLOYER will give written notice to the employee, it will include another copy of the notice with the heading 'THIS COPY MAY BE FURNISHED TO YOUR UNION REPRESENTATIVE. Upon request and in accordance with applicable laws, and prior to employees receiving specific written notice, the UNION will be provided a list of affected unit employees to include their offers, if applicable, and a copy of the retention register and any revised registers.

Section 6. Employees affected by a RIF shall be given the opportunity to review the retention register(s) and other documents pertaining to the RIF, and to discuss RIF procedures with an appropriate staff member of the EMPLOYER. Employees also have the right to designate a representative to assist them in making this review.

Section 7. Affected employees shall be offered counseling services concerning placement rights, severance pay, retirement eligibility and benefits, the DoD Priority Placement Program (PPP) and other available job placement, training and reemployment programs.

Section 8. The EMPLOYER agrees to make every reasonable effort to minimize the impact of any RIF/TOF/Reorganization. To avoid the separation of employees, such methods as reassignment of continuing positions, to include waiver of qualifications, or restriction of recruiting will be utilized to the maximum extent feasible.

Section 9. The UNION has the right to bargain, to the extent allowed by law, concerning actions to carry out the RIF/TOF/Reorganization.

## **ARTICLE 46**

### **COMPETITIVE SOURCING PROGRAM**

Section 1. Management agrees to notify and consult with the UNION regarding announced competitive sourcing initiatives that affects bargaining unit positions, as required or allowed by Title X USC, section 2467 and other law; rule; regulation; OMB Circular A-76 and its Supplement, and this Agreement.

a. At the beginning of a competitive sourcing initiative, all affected employees and the UNION will be notified of a management decision to begin a competitive sourcing initiative. Also at the earliest possible stages of development, consistent with procurement and conflict of interest requirements, the affected employees and the UNION will have the opportunity to fully participate in the development of supporting documents and proposals. For full A-76 studies, supporting documents include performance standards, performance work statement, management plans, in-house and contract cost estimates. For direct conversions, the supporting document includes the performance work statement.

b. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the UNION for comment. The UNION will be given the opportunity to review the document and submit comments before final receipt of offers from the private sector. Private sector offerors shall comments as provided for by the Federal Acquisition Regulations (FAR).

Section 2. The EMPLOYER agrees that, to minimize adverse action and reduce separations of employees affected by a decision to convert to contract, it will take RIF avoidance actions and to the maximum extent possible will place affected employees in continuing positions.

Section 3. Briefings will be held with affected bargaining unit employees at least monthly, for the purpose of providing timely information concerning in progress commercial activities (CA) cost studies, unless mutually agreed by both UNION and management to postpone. The UNION will be given the opportunity to participate in such briefings.

Section 4. Management and the UNION recognize the right of first refusal required by OMB Circular A-76 and its Supplement. Disputes over the compliance with the Circular A-76 and its Supplement are not grievable under the negotiated grievance procedure and should be pursued under the Circular A-76 appeal process. Declining to exercise the right of first refusal due to displacement from contracting out, shall not be deemed to be a waiver of any appeal or grievance rights by a bargaining unit employee he/she might have under applicable law, regulation, and this agreement.

Section 5. The EMPLOYER and the UNION will cooperate and communicate to the maximum extent possible.

Sections 6. During the contract performance period the UNION is encouraged to bring known contract discrepancies to the appropriate contract administrator or designee's attention.

## **ARTICLE 47**

### **NEGOTIATED GRIEVANCE PROCEDURE**

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

Section 2. A grievance means any complaint:

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

- b. by the UNION concerning any matter relating to the employment of any employee; or
- c. by the UNION, or the EMPLOYER concerning:
  - (1) the effect or interpretation, or claim of breach of this Agreement; or
  - (2) any claimed violation, misinterpretation, or misapplication of law, rule or regulation affecting conditions of employment.

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

- a. any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);
- b. retirement, life insurance or health insurance;
- c. any examination, certification, appointment, e.g., the separation of an employee during a probationary or trial period;
- d. a suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security);
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration is involved;
- g. to extent required by law, the separation of an employee while serving under a temporary appointment;
- h. the termination of temporary promotion or detail where the work requirement no longer exists;
- i. non-adoption of a beneficial suggestion concept;
- j. non-receipt or disapproval of a performance award or other kinds of discretionary awards, except for claims involving inequitable distribution of awards;
- k. notice of proposed disciplinary or adverse action.

Section 4. Only the employee or a representative designated by the UNION may be the representative in a grievance under this procedure. Once a grievance is filed the UNION has the right to be present at all stages, and to be provided a copy of any decision issued. Any resolution of the grievance must comply with the terms and conditions of applicable collective bargaining agreement(s). If the UNION is the designated representative, the employee will so state in writing and any changes to that designation

also will be in writing. Communications under this procedure shall be to the official designated on the grievance form. If the UNION designated representative is changed, the UNION will notify management of said change, in advance, if possible.

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

Section 6. All PARTIES shall follow grievance time limits. In unusual circumstances, exceptions for good cause shown should be favorably considered. Time limits may be extended by mutual agreement. If a meeting is requested, requests for a time extension on the decision should be favorably considered.

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

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

b. STEP 2. If the matter is still not resolved after receipt of the STEP 1 response, the grievance shall be presented in writing to the Head of the Activity/Directorate (Commissary Officer at the store level) within 10 calendar days following receipt of the STEP 1 decision. The subject matter/substance of the grievance will remain unchanged throughout the negotiated grievance procedure. The grievant may include additional facts to support or clarify the original complaint. The Step 2 grievance will be filed using the agreed upon Grievance Form contained at Appendix C. A timely meeting will be held if requested in the Step 2 filing or by the Step 2 official. The Head of the Activity/Directorate (Commissary Officer at the store level) will issue a written decision within 10 calendar days of receipt of the grievance. Such decision will be the final Agency decision for purposes of these procedures. In a grievance involving a disciplinary/adverse or performance-based action, if the Commissary Officer is involved or is the proposing official for the action, then the final step grievance official will be the Zone Manager level.

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

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

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

a. If grievance mediation is invoked, the decision will be issued within 10 calendar days after final mediation contact, unless the grievance was concluded by written mediation settlement.

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

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

## **ARTICLE 48**

### **GRIEVANCE MEDIATION**

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

Section 2. The PARTIES agree that grievance mediation will occur in each grievance so long as:

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

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

- a. The PARTIES will jointly select a mediator from the sources identified in 2c.
- b. Should mediation be unsuccessful, second step time limits will begin the day following the final mediation contact.
- c. Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.
- d. In accordance with the negotiated grievance procedure article, the grievant(s) will be represented by the representative(s) of their choice. Discussion will be open to all participants (grievant(s), management representative(s), UNION representative(s), and mediator).
- e. While the mediator shall have no authority to impose a resolution of the grievance, either or both PARTIES may request that the mediator suggest a resolution or offer a recommendation to the PARTIES. The mediator will have the authority to meet separately with either PARTY.
- f. If a recommendation is adopted, it will be reduced to writing, signed and implemented, and the grievance will be considered concluded.

g. Grievances not resolved through mediation may proceed to Step 2. Any grievance and arbitration proceedings will be held as if grievance mediation had not occurred. Nothing said or done by the PARTIES or the mediator during the mediation session may be used or referred to during arbitration proceedings.

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

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

j. No cost mediation will be used when available. Regardless of which PARTY requests mediation, mediation will not occur if it would require either PARTY to incur costs against its wishes. If it is decided that mediation is cost prohibitive, time frames for Step 2 of the grievance procedure will start the following day.

Section 4. The PARTIES agree that grievance mediation is a supplement to, and not a substitute for the contractual grievance procedure. Section 5. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.

## **ARTICLE 49**

### **ARBITRATION**

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

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

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

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

b. Within 14 calendar days following receipt of the list of arbitrators the EMPLOYER and the UNION will select an arbitrator. If the PARTIES cannot mutually agree upon one of

the listed arbitrators then the EMPLOYER and the UNION will alternately strike one name from the list and will repeat this procedure until only one name remains. The remaining named person will be the duly assigned arbitrator. The decision on who will strike first will be decided by the toss of a coin. Within five (5) calendar day after selection of the arbitrator, the PARTIES will notify the FMCS in writing of the PARTIES' selection. Upon contact by the arbitrator with the PARTIES, a conference will be held to discuss arrangements for the arbitration hearing.

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

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

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

Section 5. By mutual agreement, expedited arbitration may be used for grievances involving reprimands, awards, performance appraisals where unacceptable performance is not in dispute, and acceptable level of competence determinations. If mutual agreement is not reached, the regular arbitration procedures will be used. Under expedited arbitration: briefs and transcripts will not be used; each PARTY will have up to two (2) hours to present his/her case (expandable by the arbitrator, as he/she deems necessary); and a bench decision may be requested.

Section 6. The arbitration hearing, if held, shall be conducted during the regular day shifts Monday through Friday. The grievant and approved witnesses, who are otherwise on duty, shall be excused from duty to participate in the arbitration proceedings during the time they are required without loss of pay or charge to annual leave. If necessary, the grievant's tour of duty will be rescheduled to allow the grievant to attend the hearing. Witnesses' tours of duty will be rescheduled only for the time necessary to provide testimony at the hearing. Scheduling of witnesses will be done in consideration of the mission of the Commissary.

Section 7. The PARTIES will request the arbitrator render a decision as quickly as possible but not later than 30 calendar days from the conclusion of the hearing unless the PARTIES agree otherwise.

Section 8. The arbitrator shall not have authority to change, modify, alter or delete any terms of this agreement, or any supplements thereto. The arbitrator's decision shall be final and binding. Either PARTY may file an exception to the arbitrator's award with the Federal Labor Relations Authority in accordance with law and regulation.

## Section 9. Arbitrator Fees and Expenses

a. The fees and expenses of the arbitrator and the cost of obtaining a list of arbitrators from FMCS shall be borne equally by the EMPLOYER and the UNION.

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

## **ARTICLE 50**

### **ALTERNATIVE DISPUTE RESOLUTION**

The PARTIES agree that Alternative Dispute Resolution (ADR) should be considered as an effective means of resolving, reducing and possibly eliminating workplace disputes.

## **ARTICLE 51**

### **DRESS CODE**

a. Except as provided in this Article and locally negotiated agreements, an employee will be permitted to choose his/her dress and appearance. Local Agreements may not conflict with this Article.

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

## Appendix A

### Bargaining Units Included in the Master Labor Agreement

Reference: WA-RP-02-0016-300, 8/30/2002

#### ALABAMA

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

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

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

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

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

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

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

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

#### ALASKA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CALIFORNIA

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

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

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

California.

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

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

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

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

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

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

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

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

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

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

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

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

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

## DELAWARE

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

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

## FLORIDA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GEORGIA

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

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

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

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

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

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

Included: All non-supervisory employees and all temporary employees on appointments of 90-days or more employed at the Defense Commissary Agency, Fort McPherson and Fort Gillem, Georgia.

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

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

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

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

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

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

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

#### GUAM

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

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

#### ILLINOIS

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

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

#### INDIANA

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

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

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

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

## KANSAS

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

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

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

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

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

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

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

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

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

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

Included: All permanent non-professional full and part time employees employed by the Defense Commissary Agency, U.S. Naval Air Station, Brunswick, Maine.

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

## MARYLAND

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

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

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

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

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

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

## MICHIGAN

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

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

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

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

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

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

## MONTANA

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

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

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

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

## NEVADA

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

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

## NEW JERSEY

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

Excluded: Supervisors, management officials, the employee in the position of Secretary (Office Automation), GS-03-18-5 employed at Fort Monmouth, New Jersey and employees described in 7112(b) (2), (3), (4), (6) and (7) of the Federal Service Labor-Management Relations Statute.

Included: All nonprofessional permanent employees and temporary employees with appointments of 90 days or more employed by the Defense Commissary Agency, located at McGuire Air Force Base, New Jersey.

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

#### NEW MEXICO

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

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

#### NEW YORK

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

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

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

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

#### NORTH CAROLINA

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

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

Included: All WG and GS permanent employees and temporary employees on appointments of 90-days or more who are employed by the Defense Commissary

Agency, Camp LeJeune and New River Commissary Stores, Jacksonville, North Carolina.

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

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

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

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

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

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

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

## OKLAHOMA

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

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

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

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

## PENNSYLVANIA

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

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

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

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

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

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

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

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

Included: All non-professional employees of the Defense Commissary Agency, Roosevelt Roads Naval Station Commissary, Ceiba, Puerto Rico.

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

## SOUTH CAROLINA

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

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

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

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

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

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

## SOUTH DAKOTA

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

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

## TENNESSEE

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

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

## TEXAS

Included: All full-time, temporary, part-time and intermittent non-supervisory employees of the Defense Commissary Agency at commissaries located at Lackland and Randolph Air Force Bases, and at Fort Sam Houston, Army, who are paid from appropriated funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

## VIRGINIA

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

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

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

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

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

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

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

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

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

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

## WASHINGTON

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

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

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

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

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

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

Appendix B

Union Representation Time Sheet

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

\_\_\_\_\_

Representative's Name

\_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Purpose (Check Applicable)

\_\_\_\_\_ Employee Complaint Concerning \_\_\_\_\_ Negotiations (BA)

Employment (BK)

\_\_\_\_\_ Grievance/Mediation/Arbitration \_\_\_\_\_ FLRA (BD) (BK)

\_\_\_\_\_ Statutory Appeals (BK) \_\_\_\_\_ Union Sponsored Training (BD)

\_\_\_\_\_ Labor-Management Relationship \_\_\_\_\_ Other (specify):(BD)

\_\_\_\_\_

Estimated duration of absence: \_\_\_\_\_

Part 2.

Approved \_\_\_\_\_

OR

Disapproved \_\_\_\_\_

1. Explanation for Disapproval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Alternate Time Approved By Management:

\_\_\_\_\_

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

\_\_\_\_\_ Time Out \_\_\_\_\_ Time In \_\_\_\_\_ Time Used

(For Internal Union Use)

Did the representation activity entail other time besides official time?

\_\_\_\_\_ No

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

\_\_\_\_\_

Appendix C

Grievance Form

Grievance Form - Step 1

Grievant(s) Name: \_\_\_\_\_ Date Filed: \_\_\_\_\_

(Please Print)

Select one below:

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

\_\_\_\_\_ I desire to represent myself in this grievance.

AFGE's Representative's Name:

Phone:

Address:

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

Remedy sought (attach other pages as needed):

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

Yes No

Signature of Grievant \_\_\_\_\_

=====

Receipt Acknowledged (Immediate Supervisor) \_\_\_\_\_ Date \_\_\_\_\_

=====

Date of Step 1 Grievance Decision: \_\_\_\_\_

Deciding Official's Signature: \_\_\_\_\_

Decision (attach other pages as needed):

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

Date received by Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Step 2

Basis of Step 2 Grievance (please include known relevant information necessary to understand the grievance in order to issue a fair decision: The grievant is filing a grievance because (attach other pages as needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought (attach other pages as needed): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the Grievant request a meeting before a decision is made? \_\_\_\_\_ Yes \_\_\_\_\_ No

Signature of Grievant \_\_\_\_\_

Receipt Acknowledged (for DeCA): \_\_\_\_\_ Date: \_\_\_\_\_

Date of Step 2 Grievance Decision: \_\_\_\_\_

Deciding Official's Signature: \_\_\_\_\_

Decision (attach other pages as needed): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Representative: \_\_\_\_\_ Date: \_\_\_\_\_