

AGREEMENT  
between  
DEPARTMENT OF THE ARMY  
Combined Arms Center and Fort Leavenworth  
And  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO  
Local 738

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**ARTICLE I**  
**PARTIES TO THE AGREEMENT**

Section 1. This Agreement is made and entered into by and between the Commander, Combined Arms Center and Fort Leavenworth, Fort Leavenworth, Kansas, hereinafter referred to as the Employer, and Local 738, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union. This Agreement and such Supplementary Agreements as may be executed from time to time constitute a collective bargaining agreement between the Employer and the Union.

**ARTICLE II**  
**RECOGNITION AND UNIT DEFINITION**

Section 1. The Employer recognizes the Union as the exclusive bargaining agent under Title VII, Civil Service Reform Act, for all employees described in Section 2 of this Article.

Section 2. The unit to which this Agreement is applicable is Non-Appropriated employees at Fort Leavenworth, Kansas, excluding all Post Exchange employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, professional personnel and supervisors as defined in Title VII, Civil Service Reform Act.

**ARTICLE III**  
**BASIC PROVISIONS OF THE AGREEMENT**

Section 1. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Non-Appropriated Fund activities and provide for the wellbeing of employees; to establish a basic understanding of personnel policy, practices, and procedures and of matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest. It is therefore agreed that the parties will meet and confer at reasonable times with the objective of reaching agreement on the subjects appropriate for negotiation.

Note: The words "he" or "his" when used in this Agreement represents both masculine and feminine genders, unless otherwise specifically stated.

## **ARTICLE IV**

### **OBLIGATIONS OF THE PARTIES**

Section 1. The Union accepts responsibility for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The parties agree to abide by the provisions set forth in this Agreement. The parties will not change the conditions set forth in such Agreement except by the methods provided herein.

Section 3. All regulations will be applied in a fair and equitable manner. In the event a regulation is in conflict with this Agreement, this Agreement takes precedence.

## **ARTICLE V**

### **RIGHTS OF THE EMPLOYEES**

Section 1. The parties agree that employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a Labor Organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act, the right to assist a Labor Organization extends to participation in the management of the Organization and acting for the Organization in the capacity of an Organization Representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Action will be taken to assure that employees of the Employer are apprised of their rights under this section, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in a Labor Organization.

Section 2. Nothing in this Agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay money to the Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. This does not preclude members from paying dues by cash payment or by other means.

Section 3. The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, regulations, and this Agreement.

**Section 4.** No employee may act as a representative of the Union or participate in its management if the official duties as an employee would create a conflict or apparent conflict of interest or otherwise be incompatible with law or regulation. This restriction may not exclude any employee from membership in the Union.

## **ARTICLE VI**

### **RIGHTS AND OBLIGATIONS OF THE UNION**

**Section 1.** The Union:

a. Is the exclusive representative of the employees in the unit and is entitled to act for and to negotiate agreements covering all employees in the unit, except as specifically excluded in the provisions herein.

b. Is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization.

c. Shall be given the opportunity to be represented at

(1) any formal discussion between one or more representatives of the employer and one or more employees in the unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment or

(2) any examination of an employee in the unit 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 the employee and

(b) the employee requests representation.

d. **DEFINITIONS:**

(1) An informal discussion is one in which the supervisor counsels an employee regarding performance or conduct with no intent to propose or take adverse or disciplinary action. Any other discussion is considered formal.

(2) An examination of an employee under this section is defined as the questioning or taking of a signed statement from an employee by a supervisory or investigative official, for the purpose of determining responsibility in cases of alleged or suspected misconduct.

Section 2. The Union agrees to refrain from any practices prohibited by law.

Section 3. The Union will give active support to the Employer in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship and to combat tardiness, absenteeism, carelessness and other similar practices which restrict production and hamper efficiency and to encourage the submission of improvement ideas and cost-reduction ideas.

## ARTICLE VII

### UNION REPRESENTATIVES

Section 1. Purpose: To provide guidance to managers, supervisors and employees in the granting of absence from place of duty during duty hours for union representational purposes.

Section 2. Definitions: For purposes described herein, the following definitions apply:

- a. Union representatives are Non-Appropriated Fund employees who are duly elected or appointed officers or stewards of the Union.
- b. Absence from place of duty during scheduled duty hours is an absence from duty administratively authorized without loss of pay and without charge to leave. Time and attendance reports for such periods of excused absence would reflect duty status.

Section 3. Stewards: The Employer agrees to accept a reasonable number of Union stewards duly appointed by the Union. The list of Union stewards will be furnished to the Employer in writing and will be kept current by the Union.

Section 4. Criteria for absence from place of duty during duty hours:

a. Reasonable amount of duty time without loss of pay or charge to leave may be granted to a Union representative in order to accomplish his representational tasks. These tasks include

(1) the representation of an employee in the personal presentation to supervisory or management officials of a complaint, grievance, appeal or reply to a proposed adverse action.

(2) the representation of an employee in a properly established hearing or investigation

(3) participation in consultation sessions with properly authorized officials of management

(4) securing advice on rights and privileges under the governing regulations and for obtaining such other information or assistance, to include preparation of documents necessary for the prosecution of the grievance

(5) an employee shall have access to the Personnel Office upon his request at the earliest time appropriate personnel are available to him.

Section 5. Accounting for time used:

a. Time used by Union officers, stewards or other Union representatives during scheduled duty hours in performance of their representational duties will be with the knowledge and permission of their immediate supervisor. Use of such time shall be limited to the extent necessary to preclude undue interference with assigned duties.

b. The steward/Union representative will request such absence from his immediate supervisor prior to the date of the requested absence for events that permit scheduling. Urgent matters, such as grievances, will be handled on a case by case basis.

c. During such absence the steward/Union representative will confine their activities to the conduct of that business for which the approval of absence was requested. The steward/Union representative will return to their work station immediately upon completion of that business. In the event the representative's business cannot be concluded within the approved period of absence, the representative will contact his immediate supervisor. The supervisor will grant the requested time unless the immediate needs of the activity (as determined by the supervisor) require the presence of the individual.

d. Upon return to his work station, the representative will personally notify his immediate supervisor of his return to duty. The immediate supervisor shall record the period of absence under procedures as are prescribed by the Employer. The employee will verify the time recorded for each absence by signing the record sheet for each absence.

e. When in the performance of representational duties, a steward/Union representative or national office representative of the Union will not enter another work area without first obtaining the permission of the supervisor of that area. In the absence of such supervisor, the steward/Union representative or national office representative of the Union shall obtain the permission of the next higher management official.

Section 6. Activities prohibited during duty time: Union representatives or employees involved while on duty may not:

- a. solicit membership,
- b. conduct internal business of the Union,
- c. collect dues,
- d. campaign for officers of the Union,
- e. distribute Union literature or authorization cards to individual employees
- f. solicit complaints or grievances

Section 7. The Union agrees that its' officers and stewards will guard against the use of excessive time in performing duties considered appropriate by this Agreement.

## ARTICLE VIII

### NEGOTIATION

Section 1. The parties agree that in furtherance of the purpose of this Agreement and their respective obligations under Public Law 95-454, the Employer and the Union shall meet and confer in good faith on all matters which may be subject to negotiation under said public law.

Section 2. The Employer agrees to give the Union in writing any proposed changes in personnel policies, practices or other policies, programs or procedures affecting the working conditions of unit employees prior to anticipated implementation. If the Union notifies the Employer within five (5) working days that it does not concur in the proposed change(s), the parties agree to meet promptly and bargain concerning the matter. Within ten (10) working days thereafter the Union will furnish in writing their specific proposals with respect to the subject at issue.

## ARTICLE IX

### LABOR-MANAGEMENT COOPERATION

Section 1. The Employer shall furnish the Union an Employee Roster which includes the names, position titles, grades, and duty location of all NAF employees under their jurisdiction at the same time it is provided to the NAFI's.

Section 2. The Employer and the Union agree to meet on the first Tuesday of each month or upon request of either party to discuss matters of mutual concern to employees of the bargaining unit. The Union and the Employer shall be entitled to equal representation. All employees shall be on official time during these meetings. Individual grievances shall not be discussed. Minutes shall be kept by the Employer with a copy given to the Union. Three days prior to the established meeting period a representative from the Civilian Personnel Office shall contact the Union President to determine if there are any items for discussion. If not, the meeting for that month will be cancelled.

Section 3. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his duties.

Section 4. The Union has a right to be represented at discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general work conditions of employees in the unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials when the employee does not desire the presence of a Union representative. However, if such discussions involve decisions on personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Union, such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Union.

Section 5. The Employer agrees that the Union shall be advised of any established or future, permanent, or temporary panel, committee or board that is established to implement decisions that would benefit or adversely affect members of the unit so that the Union may negotiate the impact on employees if desired.

Section 6. The Employer will inform each new unit employee of the Union's exclusive recognition by providing a copy of the negotiated agreement.

## ARTICLE X

### USE OF OFFICIAL FACILITIES

Section 1. Special parking decal/identification will be provided for use by Union officials including stewards, in order to conduct official Union business.

Section 2. The Employer agrees to make available to the Union one-third the space on official bulletin boards for posting official Union bulletins. Prior approval of the content and the specific details for the posting will not be required. However, material will be posted during non-work hours of the Union representatives involved. The Union accepts full responsibility for updating and proper maintenance of its portion of each official bulletin board.

Section 3. Recognizing that proper Labor-Management activities is official business, Union officials and stewards will have local access to government telephones when necessary in conducting proper Labor-Management Relations activities. The telephone available for such use shall be located in an area which affords reasonable privacy insofar as possible.

Section 4. On a space available basis, the Employer will provide an adequate eating area available for employees in the unit who desire to bring their lunch, also to be used as a break room.

## ARTICLE XI

### OVERTIME

Section 1. All overtime will be administered in accordance with all applicable regulations and law. Fifteen (15) minutes is the minimum period of overtime for which payment can be made.

Section 2. The Employer reserves the right to assign overtime. Overtime duty may be required of employees only if sufficient volunteers cannot be obtained. Every employee within a section or organizational unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the organization will permit. An overtime roster and other appropriate records shall be maintained by the supervisor and can be reviewed by the Union. Overtime work will not be assigned as a reward or penalty. In the assignment of overtime the employee will be notified as soon as possible.

Section 3. The Union will advise the Employer of areas where it determines that the amount of overtime worked could be more effectively and profitably accomplished by other means such as the employment of an additional employee on a continuing basis.

Section 4. Employees who work overtime shall be allowed a 15 minute paid break during each three (3) hours of overtime work, in addition to 15 minute break at the end of their regularly scheduled tour or whenever possible.

Section 5. Callback Overtime. Any unscheduled overtime performed by an employee who is called back to work on an off duty day or on a regular work day after he has completed his regular schedule of work and left his place of employment will be considered to be at least two (2) hours in duration and will be so credited. Employees shall be excused upon completion of the work they were called in to perform.

## ARTICLE XII

### LEAVE

Section 1. The Employer and the Union agree to follow all applicable leave regulations except as modified by this agreement.

Section 2. The Employer will solicit requests during the months of November and December for planned tentative annual leave for vacations during the subsequent year. Employees are responsible for scheduling vacations in advance and scheduling sufficient annual leave so as to prevent forfeiture at the end of the leave year. Any dispute between employees desiring the same vacation period which cannot be equitably resolved by any other means shall be resolved by granting the disputed vacation time to the employee with the most continuous seniority (service computation date) the first year and alternating the disputed period in succeeding years with the other employee(s) involved. Annual leave not scheduled in accordance with the above shall be on a "first come first served" basis. Annual leave shall be approved or disapproved within seven (7) days of the request. Once approved, annual leave may only be changed to meet emergency conditions.

Section 3. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employee with respect to approving extended annual leave for special vacations in excess of four (4) weeks.

Section 4. Any employee who is a Union Official may request leave without pay for up to one (1) year to serve with the Union - consistent with laws, rules and regulations. A request for an extension of leave without pay for additional years will be considered by the appropriate approving official under the same criteria. When an employee is on leave without pay under the provisions of this section, he shall be entitled to return to a job of like seniority, status and pay as if he had not left.

Section 5. Provisions of leave of absence for formal education purposes will comply with the applicable laws, rules and regulations.

Section 6. Subject to workload and upon receipt of reasonable advance notice and agenda, the Employer agrees to grant Union representatives sixty-four (64) hours of authorized absence per year, to receive information, briefing or orientation relating to matters of mutual concern to the employing agency and the employee in his capacity as Union representative.

Section 7. A medical certificate or other acceptable evidence (employee certification) will not be required for substantiation of requests for sick leave in amounts of three (3) days or less unless the employee has been warned in writing about excessive use or abuse of sick leave. An employee will not receive such written warning unless he has been first counselled verbally by his supervisor on at least one occasion. Such written warning notice will be effective for a six month period.

Section 8. Employees who are on duty and because of illness or injury are released by the supervisor shall not be required to furnish a medical certificate to substantiate sick leave for that day. Subsequent days of absence shall be subject to the provisions of Section G of this Article.

Section 9. Up to thirty (30) days of advance sick leave may be authorized by the Employer subject to the following:

- (1) All the accumulated sick leave to the employee's credit must be exhausted;
- (2) There must be reasonable assurance that the employee will return to duty;

(3) Application for advance leave must be accompanied by a medical certificate signed by a licensed physician. Other discretionary policies contained in the appropriate regulation may be applied by a higher level supervisory official on a case by case basis. Any disagreement will be subject to the grievance procedure.

Section 10. In those services or occupations where light duty assignments exist, the Employer shall make a reasonable effort to provide light duty for those employees who are medically certified as capable of performing only light duty for periods of less than 60 days.

Section 11. An employee will request leave for emergency reasons as early as practicable. If because of emergency conditions, the employee is unable to contact the supervisor, he will provide notification of his inability to report for work by the next available means. Upon return to duty the employee will request the appropriate type of leave from the supervisor.

## ARTICLE XIII

### HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with Federal laws and regulations relating to the safety and health of its employees. All employees, supervisors and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. The Employer agrees to compile and maintain a record of all accidents or reported possible cause of potential accidents and upon request will furnish the Union copies of those reports subject to provisions of the Freedom of Information Act and the Privacy Act.

Section 3. Members of the Safety Committee while performing duties of the Safety Committee are in a duty status.

Section 4. In the event a Federal or Agency Safety Inspector visits the installation for the purpose of inspection or investigation the Union will be notified and afforded the opportunity to request to meet with this official during the visit.

Section 5. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all the areas as prescribed by fire and safety standards.

Section 6. In order to protect the rights of employees, the Employer agrees that employees who are injured while on duty shall be informed by an appropriate official of the provisions of the Federal Employees' Compensation Act which includes options which are available under this Act.

## **ARTICLE XIV**

### **TEMPORARY PROMOTIONS AND DETAILS**

**Section 1.** Temporary Promotions. When the Employer determines that it is necessary to assign an employee to an established position of higher grade which is either vacant or filled by an employee known or expected to be absent for more than thirty (30) days, a noncompetitive temporary promotion may be made based on merit factors. A temporary promotion effected under these conditions may not exceed ninety (90) days in duration. Temporary promotions expected to exceed ninety (90) days will be made competitively.

**Section 2.** Details. Details may be used to meet temporary emergency and/or operational work requirements of an activity when it is determined that the situation is such that it is impracticable to obtain services by other means. Details to higher graded positions will not exceed thirty (30) days. Details to the same or lower graded positions will not exceed 120 days.

## **ARTICLE XV**

### **PROMOTIONS**

**Section 1.** This Article does not apply to the following positions:

- a. Positions filled through emergency hire action for a period of thirty (30) days or less.
- b. Temporary positions established to meet morale, welfare and recreation requirements during the summer months (e.g., lifeguards, recreation aids, etc.).
- c. Positions which must be filled through the Referral Program for NAFI employees administered by HQDA.
- d. Positions filled by a non-competitive promotion action.
- e. Positions filled by a former employee with reemployment rights.
- f. Positions that are designated as Supervisory.

- g. Positions filled from a DA NAFI reemployment priority list.
- h. Positions converted from appropriated to non-appropriated fund and the incumbent of the position is appointed.
- i. Positions upgraded as a result of application of new or revised job evaluation standards when there has been no change in the major duties of the position or resulting from job evolution involving gradual increases in duties and responsibilities which are not the result of planned management actions.

Section 2. For purposes of this Article, positions which represent promotion opportunities are defined as all positions not excluded by Section 1 above, in all UA grades and in grade 2 and above in Crafts and Trades, Administrative Support and Patron Services.

Section 3. It is agreed that the employer will utilize to the maximum extent possible the skills and talents of its employees. The minimum area of consideration for all vacancies which represent promotion opportunities will be all NAFIs covered by this Agreement. However, to observe the policy of filling all NAFI positions with the best qualified persons available, concurrent consideration may be given to applicants outside the bargaining unit.

Section 4.

a. All vacancies will be publicized in the HQ CAC & FT LVN Bulletin. Copies of the bulletin will be provided each NAFI on the distribution scheme published by the Adjutant General Division. The vacancy announcement will be open a minimum of fourteen (14) successive calendar days for all universal annual (UA) positions and seven (7) successive calendar days for all other vacancies. (Publication on Friday with a closing date of the following Thursday constitutes seven (7) successive calendar days and similarly Tuesday through the following Monday, etc.). The Union President or designee shall be provided copies of all vacancy announcements.

b. Prevailing rate positions (NA, NL, NS, AS and PS) may be filled through continuous announcements. When these vacancy announcement are used, the announcement will be captioned to indicate that it is continuous and will indicate that there is no closing date.

c. When the Civilian Personnel Office determines that an adequate number of well-qualified applicants are available from among employees currently on the rolls, the vacancy announcements will limit acceptance of applications to current employees only.

d. Vacancy announcements will provide a summary statement of duties, the required minimum qualification requirements and, if appropriate, a statement of any special knowledges, skills, abilities, and any special physical requirements desirable for effective job performance in order to obtain well-qualified candidates.

Section 5.

a. Employees may apply for vacant positions by telephone call to the NAF Personnel Branch, CPO, by personal visit to that office, or by written request, indicating a desire to be considered. It is the individual employee's responsibility to assure that their desire for consideration reaches the NAF Personnel Branch, CPO, on or before the closing date. Each employee is also responsible for keeping informed of position vacancies which are officially announced and for promptly applying under any announcement in which interested. An employee should file applications only for positions for which qualified and for which he will give every consideration to accept should he be selected.

b. Employees who are to be absent from duty on approved leave or for other official reasons, may designate their supervisor or other third party in writing to make application for a specific vacant position for them. As part of the application process, the NAF Personnel Branch, CPO, may require that such written request by the employee be submitted for inclusion in the application file.

c. As part of the job induction process at the worksite, the supervisor will inform new employees of the location where copies of the HQ CAC & FT LVN Bulletin are placed and/or posted for use of employees.

Section 6.

a. Candidates who have applied for a vacant position will be screened to determine basic eligibility and qualifications. Eligible candidates will be further screened on the basis of experience, training and education appropriate to the position to be filled, past performance and conduct, supervisory performance evaluation, and possession of special knowledges or skills required for the position. Candidates who meet all basic requirements for the position will be considered qualified. Candidates who exceed the basic qualifications will be further evaluated and a best-qualified group referred to the selecting official. Normally up to 5 best qualified candidates will be referred. If it is difficult to differentiate between the qualifications of two or more applicants and the restrictions would eliminate a current NAF employee, the list may be expanded up to a maximum of ten. Further, when there is more than one vacancy for the same position, the number referred may be increased by up to two for each position (e.g., 7 candidates for two positions; 9 candidates for 3 positions, etc.).

b. When it is determined that there are no best qualified candidates, qualified candidates may be referred. These candidates will be identified only as qualified on the referral form.

c. Highly technical positions will be identified and approved by the Civilian Personnel Officer. In filling these positions, rating panels of three or more individuals technically qualified in the field may be designated to perform the rating and ranking process. In these cases, the Union will be provided an opportunity to designate a technically qualified individual to serve on such panels.

d. When an employee applicant requests the Union in writing, the Union may review the rating and evaluation process and all pertinent documents relating to candidates for positions not rated by a panel as provided in Section 6c above. Appropriate personnel actions concerning filling the position will not be delayed pending this review.

### Section 7.

a. The selecting official may select any applicant referred as best qualified (or qualified in the absence of best qualified candidates) provided that when an outside applicant is selected over an employee currently on the rolls of an NAFI, the reasons why that applicant was selected will be made a part of the selection record in the CPO. The candidate on the referral form who, in the judgement of the selecting official, will best perform the position to be filled and when relevant, has the greatest potential for future advancement will be selected. The reasons for selection will be documented on the selection form and the reasons will relate to the requirements for the position. When one candidate on the list is interviewed, all others on the list must be interviewed.

b. The selecting official will return the referral form to the NAF Personnel Branch, CPO. Following regulatory review of the selection, the CPO will promptly issue official notices to all candidates referred as to their selection or non-selection. Upon personal inquiry, to the selecting official, unsuccessful candidates will be furnished information as to reasons for non-selection.

c. Employees selected for promotion which results in reassignment to another NAFI within the bargaining unit will normally be released and promoted not later than the beginning of the second pay period following selection. However, if the gaining and losing NAFls agree otherwise, a different effective date may be established. In addition, further exceptions may be made in case of operational necessity.

Section 8. A qualification standard may not be modified after the promotion process is under way unless an inappropriate standard has been used through error or receipt of a revised standard. When it is necessary to correct an error, the position will be re-advertised.

Section 9. Any employee who believes that the merit promotion procedures were not followed or who believes that his/her qualifications were not evaluated properly in determining his/her eligibility for consideration will use the negotiated grievance procedure. Non-selection from a properly compiled list of best qualified candidates may not be the basis for a grievance.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

Section 2. A grievance is defined to be any dispute or complaint of dissatisfaction over some aspect of employment or working conditions between the Employer and the Union, or an employee or employees, covered by this Agreement which may pertain to any of the following:

- a. Any matter involving the interpretation, application or violation of this Agreement, or
- b. Any matter involving working conditions or local interpretation, or the application of agency policies, regulations and practices affecting employees of the unit not specifically covered by this Agreement, or
- c. Any matter referred to in this Agreement regardless of whether such provision is an incorporation, quote, or is otherwise taken from regulation, law, or executive order.

Excluded from the grievance procedure are matters subject to statutory appeal procedures and those management rights as expressly reserved in P.L. 95-454.

Section 3. This negotiated procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving grievances or other disputes over bargainable matters.

Section 4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance or his loyalty to the Employer. Reasonable time during working hours will be allowed employees and Union representatives who are in a duty status to present and process grievances, including attendance at meetings with management officials. The only representative an employee may have while processing a grievance under this procedure is the Union or a representative approved by them. An employee may pursue a grievance under this procedure without representation, but the Union will be given an opportunity to be present when the "adjustment" (any action that results in a resolution of the grievance - this may be an affirmative act or a rejection of the relief sought) is made.

Section 5 - Step 1 The grievance shall first be taken up orally or in writing by the concerned employee with the appropriate supervisor in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date of the incident that caused the grievance or in the case of a continuing practice, fifteen (15) calendar days from the date the employee first became aware of the matter. The steward may be present if the employee so desires. However, if an employee(s) presents a grievance directly to agency management for adjustment not consistent with the terms of this Agreement, the Union shall be notified and have an opportunity to have an observer present on official time.

Section 6.- Step 2. If the matter is not satisfactorily settled following the initial discussion, the employee and/or steward designated in writing may, within five (5) calendar days of the receipt of the oral or written decision in Step 1, submit the matter in writing to a second-line management official for employees of that organization. The official, as stated above, shall meet with the steward and any aggrieved employee(s) within five (5) working days after receipt of the grievance. A written response/status report shall be furnished the employee and the steward within seven (7) calendar days after the meeting. Failure to respond/report within the prescribed time limits shall mean that the grievance is granted.

Section 7 - Step 3. If the grievance is not settled at Step 2, the employee or the appropriate Union representative may, within ten (10) calendar days, forward the grievance to the appropriate supervisor for further consideration. The supervisor will review the grievance, consult with the appropriate Union representative and give the employee and the Union representative his written answer within twenty (20) calendar days after receipt of the grievance.

Section 8 - Step 4. If the grievance is not satisfactorily settled in Step 3, the Union or the Employer may refer the matter to arbitration under the terms of Article XXVI. All time limits in this Article may be extended by mutual consent. Failure of the Employer to respond/ report within the time limits prescribed in Section 7 shall mean the grievance is granted. Failure of the Union or Employee to observe the time limits prescribed in Section 7 shall result in the grievance being denied.

Section 9 - Step 5. Grievances over the interpretation or application of this Agreement may be submitted in writing by the Union President (or designee) directly to the Civilian Personnel Officer or his designated representative within thirty (30) calendar days from the date of the occurrence which caused the grievance if it is not a continuing practice. The Civilian Personnel Officer and the Union President will meet within five (5) working days after receipt of the grievance to discuss the grievance. The Civilian Personnel Officer shall give the Union President his written answer within ten (10) calendar days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

## ARTICLE XVII

### EMPLOYEE DEBTS

Section 1. It is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a final judgement by court means. The Employer will take no action against an employee until such time as the debt is determined to be a just obligation.

## **ARTICLE XVIII**

### **ALCOHOLISM AND DRUG ABUSE**

Section 1. The parties recognize alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is for the best interest of the parties that these illnesses be treated and controlled. Our concern is limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job. The Alcohol and Drug Abuse Program established by the Employer is applicable to all employees. Program changes that affect employees of the bargaining unit are subject to negotiation.

Section 2. The program procedures at a minimum include assurances that:

- a. No employee will have his job security or promotional opportunities jeopardized simply by the fact that he has requested counseling or referral for treatment;
- b. Employees having alcoholism or problems related to the abuse of alcohol and other drugs will receive the same careful consideration and offer of assistance that is presently extended to employees having other illnesses;
- c. The confidential nature of all records of the identity, diagnosis, prognosis and/or treatment of any employee will be preserved.

## **ARTICLE XIX**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, handicap, religion, sex or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative action plan.

Section 2. The Employer and the Union will continue in their efforts to eradicate every form of discrimination from the work place. Any complaint of discriminatory practices on the part of supervisory personnel will be referred to management for their attention.

Section 3. The Union President or designee from the unit will serve as a representative on the Equal Employment Opportunity Advisory Council/Committee. The Equal Employment Opportunity Advisory Council/ Committee, as well as other EEO officials, will advise the Commander and top management officials on such matters as maintaining effective communications with the community and/or the workforce and to make recommendations affecting the program.

Section 4. The Employer's Affirmative Action Plans will set out objectives and methods for accomplishing the goals of the EEO Program. Prior to establishment of the Plan, input from the Union and all other concerned parties will be solicited for consideration by the EEO Officer. Thereafter, the Union will be provided an opportunity to review the plan and provide comments for further consideration prior to the approval. If there is a disagreement on any item in the final plan, the Union reserves the right to submit a minority report to the approving officials.

Section 5. The Union will submit from 4-7 names of qualified employees to the EEO Officer for consideration for appointment as one of the installation EEO counselors. If selected from this list, during the term of their appointment such EEO counselors will not handle employees' grievances or appeals. Candidates selected shall meet the criteria established by the program and will be trained in accordance with the provisions of applicable regulations. Counselors will serve under the direction of the Equal Employment Opportunity Officer.

Section 6. The Employer will provide as many EEO counselors and other officials as may be necessary to carry out the functions of the program. Furthermore, the Employer shall publicize the EEO officials by posting their names, work locations and work telephone numbers permanently on a centrally located bulletin board. Additionally, the Employer shall provide for receipt, investigation and disposition of allegations by the Union as a third-party complainant.

Section 7. A copy of the annual report on the Equal Employment Opportunity Program will be given to the Union.

Section 8. The Employer agrees to submit to the Union copies of statistical employment information regarding minority group and female employment when routinely received.

Section 9. The Employer shall make reasonable accommodations to the religious needs of employees in accordance with appropriate regulations.

## **ARTICLE XX**

### **CONTRACTING OUT AND USE OF MILITARY PERSONNEL**

Section 1. The Employer agrees to notify the Union immediately if a local study will be conducted to determine the feasibility of contracting out. The Union will have the opportunity to submit suggestions and recommendations during the study process.

Section 2. It is understood that decisions regarding contracting out of work are areas of discretion of the Employer and higher authority. As a matter of agreement between the parties hereto, the Employer will inform the Union thirty (30) days prior to any solicitation of a proposed contract which will result in a reduction-in-force of civilian employees of the unit. The Employer will notify the Union and, upon request, make a copy of the Invitation for Bid or Request for Proposal for contractual services available to the Union for review. Such copy normally will be located in the local procurement office.

Section 3. When it is necessary to substitute military for civilian employees, the Employer will inform the Union of reasons for the change in advance.

Section 4. Nothing in this Article will be construed and/or interpreted to preclude the employment of military personnel in their off-duty status when such personnel are qualified applicants for vacant positions and are selected in accordance with Article XV.

## **ARTICLE XXI**

### **TRAINING**

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of major importance to the parties. Through the procedures established for Employer-Union cooperation, the parties shall seek the maximum training and development of all employees. Consistent with its needs, the Employer agrees to develop and maintain meaningful and effective policies and programs designed to achieve this purpose.

Section 2. If training is intended to prepare employees for promotional opportunities, selection for such training shall be in accordance with the Merit Promotion Program Article.

Section 3. The Employer will identify occupations in which scarcities exist and insure that all employees are informed of these areas. Furthermore, the Employer will, to the maximum extent possible establish training opportunities in these areas and inform the employee how to apply for training.

Section 4. It shall be the responsibility of the Employer to plan for the maximum retraining of employees to lessen the impact of pending changes when changes in function, organization and mission are made known. Maximum use will be made of the authority to waive qualification requirements and approve training agreements in order to place employees in lines of work where their services can be utilized.

Section 5. The Employer will provide employee on-the-job cross-training to the maximum extent possible, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions. If applicable, the selection for such training will be made in accordance with Merit Promotion procedures.

Section 6. In the event of a reduction-in-force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees where to apply for training.

Section 7. The Employers annually will identify those situations in the specific work environment in which training can contribute to further achieving the defined objectives and goals of the Employer. Available training programs will be discussed with the employees for whom such training will be appropriate.

Section 8. The Employer agrees to give advance notice to the Union in regard to the installation of any new procedures and negotiate the impact on employees of the bargaining unit.

## ARTICLE XXII

### PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. Payroll allotments for withholding Union dues shall be in accordance with applicable regulations.

Section 2. For the purpose of this Agreement, "dues" means the regular periodic amount required to maintain the member in good standing and does not include initiation fees, back dues, fines or assessments.

Section 3. Any eligible employee who is officially assigned to the exclusive unit and who is a member in good standing of the Union may voluntarily authorize at any time an allotment of pay for the payment of the dues to the Union, provided he regularly receives sufficient pay to cover the full amount of the allotment after other legal deductions. The Union shall determine whether the employee is a member in good standing of the Union.

Section 4. The amount of dues for each deduction will be determined by the Union. The Union will submit certification to the appropriate Finance and Accounting Office as to the amount of the dues. Changes in amount of withholding for dues may not be made more frequently than once each twelve (12) months.

Section 5. The Union will procure and furnish to its members the prescribed authorization forms (SF 1187), and will educate and inform its members on the program for allotments for payment of dues and on the uses and availability of the required form. The Union will receive the completed forms from members who request allotments and will deliver the completed forms to the appropriate Finance and Accounting Office.

Section 6. Allotments for the withholding of dues will be certified by the President or other officials of the Union. The Union will furnish the appropriate Finance and Accounting Office with the names and signature cards of the certifying officials of the Union.

Section 7. Authorizations received in the appropriate Finance and Accounting Office before the beginning of a pay period will be effective at the beginning of the first complete biweekly pay period following receipt of the forms. Thereafter, allotments will be withheld from the regular biweekly payrolls until the allotments are changed or terminated in accordance with applicable regulations.

Section 8. When an employee is in a non-pay status for part of a pay period, a full deduction will be made, provided the net amount of the salary after all other deductions have been made is sufficient to cover the withholding.

Section 9. There will be no retroactive deductions for dues.

Section 10. No later than three (3) working days following the day on which related salaries are paid, the appropriate Finance and Accounting Office will remit the amount of dues collected to the officer of the Union designated to receive remittances. The remittance will include a listing of the names of those employees from whose salaries deductions have been made along with the amounts withheld and will include other names of members for whom deductions previously authorized were not made (such as those who did not make enough salary to permit a deduction being made, etc.).

Section 11. Members may at any time voluntarily revoke their allotment for payment of dues. However, such a revocation by an employee will not be effective until the first full pay period following the anniversary date of their enrollment.

Section 12. The Employer will furnish to eligible employees the necessary forms for revocation of allotments upon request. A written request by an employee for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the authorized revocation form.

Section 13. The Employer will automatically terminate the allotment:

- a. When an employee member is separated from Fort Leavenworth or upon his movement to another organization served by a different payroll office.
- b. Upon receipt of official notice from the Union that the employee is no longer a member in good standing. The Union will notify the appropriate Finance and Accounting Office promptly in writing when the member of the Union is expelled, suspended, or ceases to be a member in good standing.
- c. When any personnel action (except temporary promotion or detail) is taken which moves an employee out of the unit.
- d. When exclusive recognition of the Union is terminated.
- e. When this Article providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

Section 14. Allotments will be terminated effective at the end of the pay period in which the loss of eligibility occurs, except for voluntary individual revocations.

Section 15. The Finance and Accounting Office will furnish a copy of each revocation received to the Union along with the remittance report.

Section 16. The parties to this contract shall return/refund to either party any funds that were withheld/paid by error or oversight. This applies to dues withheld or paid in error or dues required to be withheld and not withheld.

## **ARTICLE XXIII**

### **PUBLICITY**

Section 1. Distribution of Agreement. Copies of this Agreement will be furnished to all regular employees of the bargaining unit, including supervisory and management personnel. Costs of materials and printing of the Agreement will be borne by the Employer. The Employer agrees to orient supervisory and management officials on the contents of this Agreement. The Union agrees to orient its officers and stewards on the contents of this Agreement. Both the Employer and the Union will apprise their officials of the fact that, under Public Law 95-454, Articles of this Agreement have the same force and effect as regulations.

Section 2. As part of the job induction process at the worksite, the supervisor will introduce the new employee to all other fellow employees in the immediate work area, including the Union steward. If the Union steward is not available, the new employee will be advised as to location of the area bulletin board containing the information relating to the Union.

## **ARTICLE XXIV**

### **ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration, including any procedural questions pertaining to the subject grievance.

Section 2. Within five (5) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. Who will strike first will be determined by a coin flip. The remaining person shall be the duly selected arbitrator.

Section 3. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be shared equally. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All regular full time or part time employees required to participate in the hearing if otherwise scheduled for duty will be carried in a duty status. All regular full time or part time employees required to participate in the hearing if not scheduled for duty will have their daily tour of duty changed to coincide with the hearing time.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties, however either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 8. Any dispute over the interpretation and application of an arbitrator's award shall be returned to the arbitrator for clarification

## ARTICLE XXV

### DICIPLINARY ACTIONS

Section 1. When formal disciplinary action is contemplated, the Employer has the responsibility of ascertaining and taking into consideration all available pertinent facts prior to taking disciplinary action. The Employer agrees that prior to issuing the formal action the appropriate supervisor will:

(1) Informally discuss with the employee and his designated representative the basis for any proposed disciplinary action.

(2) Carefully consider the employee's views.

(3) Inform the employee of the reasons which justify the action when a decision to institute a disciplinary action is made.

(4) Notify the Union of the decision if so requested by the employee.

(5) Recognize the employee's right to representation in further proceedings.

Section 2. If at any time an employee is being questioned by a supervisor or management official and he believes that such questioning may lead to disciplinary action, he has an absolute right to request that a Union representative be present. No further questioning or action will take place until a Union representative is present. The Union will designate a representative to be present at subsequent questioning within forty-eight (48) hours.

Section 3. The Employer recognizes that any disciplinary action decisions shall not be inconsistent with the terms of this Agreement. When an employee designates Union representation in a disciplinary action, two (2) copies of all correspondence will be furnished to the employee.

Section 4. Disciplinary actions will only be taken for just and sufficient cause and will be in accordance with applicable regulations and progressive in nature. In extreme circumstances removal for a first offense may be warranted.

Section 5. All disciplinary actions shall be intended to correct or eliminate improper behavior rather than merely punitive in nature. It is recognized that disciplinary actions may include punitive measures but that correction, not punishment, along with the efficiency of the service/maintenance of discipline are the legitimate goals of such actions.

## ARTICLE XXVI

### DURATION OF AGREEMENT

Section 1. This Agreement will become effective and will remain in full force and effect for three (3) years from the date of approval by the Agency head or designee. Either party may give written notice to the other, not more than ninety (90) days nor less than sixty (60) days prior to the first anniversary date, of its intention to reopen and amend or modify the Agreement.

Section 2. Either party may give written notice to the other, not more than ninety (90) days nor less than sixty (60) days prior to the three (3) year expiration date, and each subsequent expiration date for the purpose of renegotiating this Agreement. The existing Agreement will remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is approved.

Section 3. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for a 2-year period and for each new period will be a new 2-year duration period with a new effective date.

Section 4. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate amendments. Any amendments will remain in effect in accordance with the provisions of this article.

## ARTICLE XXVII

### CLASSIFICATION

Section 1. The Employer agrees to abide by the principle of equal pay for substantially equal work.

Section 2. The job description is an item of record that should be explained to an employee when he is assigned to a job. The job description shall accurately and realistically reflect the major duties which the employee is expected to perform. The employee will be furnished a copy of his job description and a copy will be placed in his Official Personnel Folder. The supervisor will review proposed changes in the job description with the involved employee before initiating action to implement the change.

Section 3. Employees shall be given the opportunity at least once each year to review their job description and discuss it with their supervisor or other appropriate management official. If, after reviewing the job description, an employee believes that something should be added or deleted, a written request may be submitted by the employee to the immediate supervisor who shall approve or disapprove the change and forward it to the Personnel Office for action.

Section 4. Should a dispute develop over the accuracy of the job description, the Civilian Personnel Office will investigate and make a recommendation to the appropriate NAFI custodian/manager for a decision.

Section 5. Any complaint over the wording of a job description will be processed in accordance with the negotiated grievance procedure.

## **ARTICLE XXVIII**

### **ENVIRONMENTAL DIFFERENTIAL PAY**

Section 1. In accordance with applicable regulations regarding hazard or Environmental differential, the Employer will compensate employees performing covered duties similar to those listed in FPM Supplement 990-2, Book 550 and FPM 532-2, Subchapter S-8 and Appendix J.

Section 2. When the Union considers a local work situation to warrant coverage under payable categories of references cited in Section 1 above, it will notify the Civilian Personnel Office in writing. Such notification will include the title and location of the position and nature of the exposure so as to show clearly the situation that may warrant Environmental Differential.

Section 3. When the Union considers that there is a need to establish additional categories to Appendix J of FPM Supplement 532--2, for which an Environmental Differential should be paid it will notify the Civilian Personnel Office in writing. Each request for an addition to a category in Appendix J, FPM Supplement 532-2 will include information about the hazard, physical hardship, or working condition showing:

- (a) the nature of the exposure so as to clearly show that the hazard, physical hardship, or working condition which results from that exposure is of an unusually severe nature;
- (b) the degree to which the employee is exposed to the hazard, physical hardship, or working condition of an unusually severe nature;
- (c) the period of time during which the exposure will continue to exist;
- (d) the degree to which control may be exercised over the physical hardship, hazard, or working condition of an unusually severe nature; and
- (e) the rate of environmental differential recommended to be established.

Upon receipt and review, the action is then forwarded to the appropriate approving official.

## **ARTICLE XXIX**

### **HOURS OF WORK**

Section 1. Administrative Workweek. The administrative workweek commences at 0001 hours Monday and ends at 2400 hours the following Sunday.

Section 2. Basic Workweek. The basic workweek for full-time employees is forty (40) hours spread over not more than six (6) days of the administrative workweek.

Section 3. Tours of Duty.

a. Regular full-time tour of duty. The tour of duty for regular employees at this installation will be established by the custodian of the fund consistent with the mission of the fund.

b. Irregular tours of duty. Irregular tours of duty may be established when it is impractical to establish a regular schedule of definite hours of duty or it would seriously handicap the performance of a function, or would result in substantially increased costs.

(1) As a minimum, one (1) regular day off will be provided.

(2) Non-workdays should be staggered when it is necessary to provide six-(6) or seven-(7) day coverage for a particular activity. Insofar as practical all employees performing like work, including those on rotating shifts, will be given equal treatment with respect to Saturdays and Sundays off duty.

(3) The tour will cover a minimum of forty (40) hours per week for all full-time employees.

(4) If it is necessary to have an off-duty period between two portions of a daily shift employees will be completely free during such periods. If any work is required during such periods, the employee will receive his regular rate of pay for all work which does not constitute overtime work.

(5) Insofar as practicable, the daily tour of duty should be established in terms of full hours. When fractional hours are required, the daily tour will be expressed in full-hour and quarter-hour multiples.

(6) When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day; for example a tour of duty beginning 2000 hours Friday and ending 0430 hours Saturday is identified as the Friday tour of duty.

(7) The necessity for an irregular tour should be explained in advance to the employees affected.

c. Part-Time Tours of Duty. When there is a need for less than forty (40) hours per week, a part-time tour of duty may be established. Part-time tours of duty will be prescribed in advance and clearly describe to the employees affected, specifying hours of the day and days of the week.

d. Intermittent. Intermittent employees are excluded from this Article since their tour of duty is not prescribed in advance but they respond to fluctuating needs of the Employer.

e. The Employer reserves the right to maintain a balanced workforce and maintain schedules according to the needs of the activities

Section 4. Lunch Periods. Lunch periods during which the employee is entirely free of duty in connection with his job may not be considered duty time, and the employee may not be compensated for the lunch period. When the nature of an employee's duties require that he remain at his duty station, an on-the-job lunch period may be established. The employee, will be paid for an on-the-job lunch period not in excess of 20 minutes.

Section 5. Incidental duties. The Employer will provide a reasonable amount of time not to exceed ten (10) minutes, consistent with the nature of the work performed, for employees for personal hygiene to remove toxic and/or other hazardous substances prior to the lunch period and at the end of the workday. Time required for securing, returning, housekeeping, storage, and protection of Government property, tools and equipment will also be included in the established tour of duty.

Section 6. Rest Periods. Employees may be allowed a fifteen (15) minute rest period for each four (4) hours worked at a time and place and in a manner which does not interfere with efficiency of operations as prescribed by the supervisor. Rest periods may not be used to extend the lunch period, or to shorten the workday.

Executed this 12<sup>th</sup> day of May 1980.

Original Signed

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Chairman, Negotiating Committee  
CAC and Fort Leavenworth, Kansas

Original Signed

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President, Local 738  
American Federation of Government  
Employees, AFL-CIO

APPROVED: 15 June 1980

Original Signed

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Lieutenant General, USA  
Commanding