

**NEGOTIATED
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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F

G

E



TABLE OF CONTENTS

ARTICLES	TITLE	PAGE
Article I	Parties to the Agreement	1
Article II	Recognition and Unit Definition	1
Article III	Basic Provision of Agreement	2
Article IV	Rights of the Employees	2
Article V	Rights and Obligations of the Employer	3
Article VI	Rights and Obligations of the Union	4
Article VII	Union Representation	5
Article VIII	Promotions	8
Article IX	Fitness for Duty Examinations	9
Article X	Disability Placement	10
Article XI	Reduction in Force	11
Article XII	Leave	13
Article XIII	Hours of Work	18
Article XIV	Overtime	20
Article XV	Environmental Differential Pay	21
Article XVI	Safety	21
Article XVII	Position Descriptions	26
Article XVIII	Performance Evaluation and Acceptable Level	27
Article XIX	Contributions	28
Article XX	Suggestion Program	28
Article XXI	Training	29
Article XXII	Use of Official Facilities	30
Article XXIII	Parking Facilities	31
Article XXIV	Disciplinary Actions	32
Article XXV	Adverse Actions	32
Article XXVI	Contracting Out and Use of Military Personnel	33
Article XXVII	Equal Employment Opportunity	34
Article XXVIII	Payroll Allotment for Withholding Union Dues	35
Article XXIX	Grievance Procedures	38
Article XXX	Arbitration Procedures	42
Article XXXI	Publicity	43
Article XXXII	Distribution of the Agreement	43
Article XXXIII	Energy Conservation	44
Article XXXIV	Duration, Review, and Supplementation	44

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DEPARTMENT OF THE ARMY
Combined Arms Center and Fort Leavenworth, Kansas

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO
Local 738

ARTICLE I
PARTIES TO THE AGREEMENT

This agreement is made and entered into by and between the Commander of U.S. Army Combined Arms Center and Fort Leavenworth, U.S. Army TRADOC Analysis Command, U.S. Army Medical Department Activity, U.S. Army Dental Activity, Directorate of Information Management-Fort Leavenworth, Commissary Resale Store, herein after referred to as the Employer and Local 738, American Federation of Government Employees, AFL-CIO, herein after referred to as the Union. It is recognized by both the Union and the Employer that reorganizations or name changes to the above listed organizations shall not remove employees from the bargaining unit.

ARTICLE II
RECOGNITION AND UNIT DEFINITION

Section 1. The Employer recognizes the Union as exclusive representative under the provisions of P.L. 95-454 of all Wage Grade and Classification Act employees, including professional employees, in organizations listed as Parties to the Agreement in Article I.

Section 2. Excluded from coverage and exclusive recognition under this agreement are the Directorate of Engineering and Housing Fire Department, Fort Leavenworth, Kansas, and all supervisors, management officials, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity, as defined in 5 USC 7102.



ARTICLE III
BASIC PROVISIONS OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of P.L. 95-454, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment addressed herein, and to provide the means for amicable discussion and adjustment of any matter of mutual interest at Fort Leavenworth, Kansas.

Section 2. This agreement and such other supplementary agreements or amendments as may be agreed upon hereafter together shall constitute a collective bargaining agreement between the Employer and the Union subject to all applicable rules and regulations issued by the Office of Personnel Management, the Department of Defense, the Department of Army, and Intervening Headquarters, if required by law.

Section 3. References made about specific individuals/offices performing work are for informational purposes only and may be changed as dictated by applicable laws or regulations. Nothing in this agreement shall abridge the right of the Employer to assign work.

ARTICLE IV
RIGHTS OF THE EMPLOYEES

Section 1. The Employer and the Union agree that employees in the unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from such activity.

Section 2. The Employer shall take such action consistent with law or directives of the higher authority as may be required, in order to assure that employees are apprised of their stated rights. The employer shall assure that no interference, restraint, coercion, or discrimination is practiced by management or supervisory personnel within the unit to encourage or discourage membership in the Union.

Section 3. 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 are incompatible with law or regulation. This restriction may not exclude any employee from membership in the Union.

Section 4. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer and/or Union in accordance with applicable law, rule, regulation, or policy. Each employee shall have the right to representation of his/her choice in a grievance or appellate action.

Section 5. 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 labor organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 6. The Employer agrees that bargaining unit employees shall be given the opportunity to be represented by the union, when requested by the employee, at any examination or investigation in which the employee reasonably feels that the outcome of this examination or investigation may result in disciplinary action being taken against the employee.

Section 7. The Employer agrees that bargaining unit employees shall be given the opportunity to have union representation, when requested by the employee, at any formal discussion between employer and employee/employees of the unit.

ARTICLE V
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies as set forth in the Federal Personnel Manual and by published Department of the Army policies and regulations.

Section 2. Management officials of the agency retain the right in accordance with applicable laws and regulations:

- a. To direct employees of the agency;
- b. To hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. To relieve employees from duties because of lack of work or for other legitimate reasons;
- d. To maintain the efficiency of Government operations entrusted to them;
- e. To determine the methods, means, and personnel by which such operations are to be conducted; and,

f. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 3. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 4. Nothing in this Agreement shall preclude the Employer and the Union from negotiating procedures which the Employer will observe in exercising any authority under 7106(b) or appropriate arrangements for employees adversely affected by the exercise of any authority under 7106(b) by the Employer.

Section 5. The Employer agrees to meet with the Union at reasonable times and to consult and negotiate in good faith on all appropriate matters, subject to the provisions pertaining to the rights and obligations of the Union.

Section 6. The employer agrees that there is nothing in this Article that will prevent an employee or the Union from grieving any action, in accordance with 5 U.S.C. 7121, taken by management in the exercise of these rights, Section 2, of this article. Questions of grievability/arbitrability are matters to be properly decided by an arbitrator.

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;

b. Shall have the opportunity to be represented at formal discussions between the Employer and employees or other employee representatives concerning general work conditions in the unit; and,

c. Is entitled to act for and on behalf of the employees in the administration of this agreement, except as specifically excluded in the provisions herein.

Section 2. The Union recognizes its obligation to consult and negotiate in good faith with respect to personnel policies, practices, and working conditions, so far as may be appropriate under applicable laws and regulations. Negotiations or consultations may include the personnel policies, practices, and working conditions which are within the discretion of the

Employer in such areas, but not limited to, safety, training, labor management cooperation, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, hours of work, realignment of work force, or technological changes. Negotiations or consultation rights do not extend to areas of discretion and policy such as the mission of the installation, its budget, organization, the number of employees, the technology of performing its work, internal security practices, number, type, and grade of employees assigned to an organization unit, work project, or tour of duty. The Union has the right to negotiate the impact on bargaining unit employee(s) and the procedures for implementation of such decisions. Negotiations, if requested, must commence prior to implementation.

ARTICLE VII UNION REPRESENTATION

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. The Union agrees to furnish the Employer (ATTN: CPO) a complete written list of its officers and stewards within seven (7) days following the signing of this agreement. A revised complete list will be furnished to the Employer (ATTN: CPO) within seven (7) days following the election of officers and upon the appointment or change (including deletions) of the stewards. No officer or steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list.

Section 3. For purposes described herein the following definitions apply:

a. Union representatives are bargaining unit employees who are duly elected or appointed officers or stewards of the Union. Any other representative must have Union approval.

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 if taken in accordance with the procedures established by this Agreement. Time and attendance reports for such periods of excused absence will reflect duty status.

Section 4. The Employer agrees to accept and recognize a sufficient number of Union Stewards, 1% of the bargaining unit members but not less than 18 Union Stewards which ever is greater.

Section 5. Criteria for absence from place of work during duty hours: reasonable amount of duty time without loss of pay or charge to leave will be granted in accordance with the terms of this article to a Union representative in order to accomplish his/her representational tasks in accordance with 5 USC 7131. These tasks include but are not limited to:

a. Personal complaint, grievance, appeal, or reply to a proposed adverse action; properly established hearings or investigations, arbitrations; EEO complaints and grievances; individual/group safety complaints and investigations; responses to employer inquiries and requests; ULP investigations; CA reviews and bid openings; Federal Field Safety Meetings, meetings with management officials; and, formal Employer-sponsored meetings.

b. Securing advice on rights and privileges by the Union representative under the governing regulations and for obtaining such other information or assistance, to include preparation of documents necessary for presentation of the grievance, appeals, or adverse action.

Section 6. The Union and the Employer recognize the necessity for periodic meetings between the Civilian Personnel Officer and the President of the Union, and/or their designated representative, to discuss problems and matters having impact upon employees in the bargaining unit, and for related purposes. Reasonable time will be provided to the President of the Union, or a designee, to attend formal meetings with the Personnel Officer or designated representative, to discuss and negotiate problems and matters having impact on employees in the bargaining unit, and for other related purposes. Minutes of the meetings will be taken by Management with a rough draft provided to the Union within one (1) day after the meeting and an agreed, i.e., union/management memorandum for record, within three (3) working days. Meetings will be held biweekly at a specified date and time unless either party calls for a special meeting. Regular and special meetings will not serve to review employee grievances. Reasonable time during working hours will be allowed to the Union representative(s) to attend regular meetings, as well as meetings called on a special basis.

a. Union representatives will be released from duty for representational purposes within two hours of a request for release unless circumstances are such as to prohibit such release. In this event the Representative will be released within the same workday, if requested in the morning, or not later than the following morning, if requested in the afternoon.

b. In those rare instances where a representative cannot be made available and if the delay in finding an alternate would in any way cause the time limits on any other related proceeding to be exceeded, an automatic extension will be granted up to the time of the delay.

c. Employer will allow sufficient time for a bargaining unit employee to contact a Union representative and sufficient time for the Union representative to travel to and to attend meetings within the confines of the installation and surrounding area which includes metropolitan Kansas City, St. Joseph, Missouri, and Lawrence, Kansas.

Section 7.

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.

b. During such absence, the union representative will confine activity to the conduct of that business for which the approval of absence was requested. The union representative will return to his/her work station immediately upon completion of that business. In the event the official's business cannot be concluded within the period of time requested, the representative will contact his immediate supervisor or his/her designee to request the additional time needed.

c. Upon return to his/her work station, the representative will notify the immediate supervisor or his/her designee of return to duty.

d. When in performance of responsibilities, a union representative will not enter another work area without first informing the supervisor or his/her designee in charge of employees in that area.

Section 8. The Union agrees that its' officers and representatives will guard against the use of excessive time in performing duties considered appropriate by this agreement.

Section 9. The Union agrees that internal Union activities will be conducted during the employee's own time and not during paid duty time. These activities include solicitation of membership, dues collection, circulation of petitions, campaigning, solicitation of grievances or complaints, and distribution and posting of literature.

Section 10. The Employer and the Union agree that they will attempt to resolve problems and complaints informally at the

lowest possible administrative level of both the Employer and the Union (i.e., normally the first line supervisor and the steward).

Section 11. Performance appraisals of union representatives will not include performance of union activities. Only performance of duties in relation to assigned performance standards will be evaluated in arriving at the overall rating. Inability to evaluate a representative against established standards for all major job elements due to performance of representational tasks will result in a fully successful rating.

Section 12. The Union will be granted 208 hours, not to exceed 16 hours per official, in a calendar year to attend union-sponsored training when it is demonstrated by the union that the training is of mutual benefit to the parties. Exception to these time limits shall be considered on an individual basis. A written request for excused absence shall be submitted to the Chief, Management-Employee Relations Branch, at least two weeks in advance, detailing the employees to attend, purpose and nature of the training, and an agenda. Final approval will depend upon supervisory concurrence after a review of work requirements of proposed attendees.

ARTICLE VIII PROMOTIONS

Section 1. It is agreed that the employer will utilize to the maximum extent possible the skills and talents of its employees. Therefore, all vacancies above the entrance level occurring at Fort Leavenworth which are to be filled by CAC & FT LVN Reg 600-300 will be advertised in the Fort Leavenworth Bulletin.

Section 2. A listing of all Open Continuous Announcement (OCA) positions will be publicized in the Fort Leavenworth Bulletin every quarter in an effort to insure that all eligible employees are kept informed. This will include an explanation of the purpose of the Open Continuous Announcement.

Section 3. An employee's use of earned annual leave or sick leave will not be a factor in ratings for promotion.

Section 4. Supervisors will keep employees currently advised of weaknesses in their job performance, and will counsel employees on how to improve their job performance so that employees can improve their chances for promotion.

Section 5. In the selection for noncompetitive temporary promotions NTE 120 days, first consideration will be given to well qualified employees in the immediate work area and next lower grade using informal merit factors.

Section 6. At the request of the Employer, the Union will provide an observer who will be present during the selection interview. The Employer will select the observer from a list of four names provided by the Union.

Section 7. When a grievance is anticipated, the Union, upon written request, will be provided information related to rating and selecting employees for the promotion action not contrary to law or regulation, to include but is not limited to, referral list, employee's KSA's, merit promotion appraisals, and rating qualification lists.

Section 8. CPO will sanitize these records sufficiently to protect the privacy of relevant employees, unless such employees involved provide a written release that their records can be reviewed without being sanitized.

ARTICLE IX FITNESS FOR DUTY EXAMINATIONS

Section 1. The employer will order medical examinations (including psychiatric examinations) only in accordance with applicable law and regulations.

Section 2. When a decision is made by management that an order will be given for a fitness for duty physical examination due to conduct or performance:

- a. The employee will be informed of the right to union representation.
- b. The employee will be examined at agency expense by an agency designated physician.
- c. The employee will be offered the opportunity to submit medical documentation from the employee's personal physician which the agency shall review and consider.
- d. Any documentation submitted by the employee from a personal physician in lieu of being examined by an agency designated physician will receive equitable consideration.
- e. Excused absences will be granted to an employee for an examination performed by an agency designated physician.

ARTICLE X
DISABILITY PLACEMENT

Section 1. The purpose of this article is to provide a level of job protection for those employees who become temporarily disabled, permanently disabled, or have adverse physical reaction caused by the work environment and are, therefore, unable to perform the full range of duties and responsibilities of their job.

Section 2. The Employer will counsel the employee(s) regarding the employee's rights and available opportunities both for job transfer and training.

Section 3. The Employer will assist the employee(s) in the preparation of application(s) for retraining, reassignment, or demotion (with pay retention where applicable under DoD and OPM regulations) to any position for which the employee qualifies and would be able to perform in an acceptable manner.

Section 4. The Employer will expedite all required paperwork to OWCP for employees who are injured on the job.

Section 5. Permanent employees who are receiving compensation for traumatic on-the-job injuries will be carried in a leave without pay status for up to one (1) year.

Section 6. Employees with off-the-job injuries or illness will use their leave in accordance with Article XI, Leave, Sections 2 and 5.

Section 7. Permanent employees with off-the-job incurred injuries or illness will be considered for advanced leave with pay or leave without pay where the medical prognosis supports return to duty within one (1) year of the date of injury or onset of illness.

Section 8. To improve a permanently disabled employee's ability to be considered favorably for placement, the Employer may provide retraining or refresher training for positions the employee is able to perform and qualifies for referral as a priority candidate.

Section 9. Priority consideration for disability placement will precede efforts to fill vacancies by competitive procedures.

ARTICLE XI
REDUCTION IN FORCE

Section 1. This article describes procedures that will be taken in the event of a reduction in force to protect the interests of employees and to ensure the employer's exercise of responsibilities relating to those interests.

Section 2. A reduction in force occurs when an employee is released from his/her competitive level by separation, demotion, furlough for more than 30 days (if continuous) or 22 workdays (if discontinuous), or reassignment requiring displacement when lack of work or funds, insufficient personnel ceiling, reorganization, reclassification due to change in duties, or the need to place an individual exercising reemployment or restoration rights.

Section 3. The Employer agrees to notify the Union of an impending reduction in force within five (5) working days of receipt of information scheduling the action. As information becomes available and is verified the Union will be provided in writing the reason for the reduction in force, the proposed effective date of the action, and the numbers, types and grades of positions cancelled.

Section 4. To eliminate or minimize the adverse effect of reduction in force, the Employer shall make every reasonable effort to achieve the necessary personnel reductions by utilizing alternatives such as attrition, early retirement, reassignment, reimbursable detail, and training for or assignment to vacancies within the competitive area for which effected employees qualify and to which they can be assigned without loss of efficiency.

Section 5. Where appropriate to qualifications, vacancies within the competitive area will be used for reduction in force offers to affected employees.

Section 6. The Employer shall provide counseling for all employees affected by the reduction in force and shall provide separated employees appropriate information regarding benefits available to them (i.e., State Employment Service, Fort Leavenworth Reemployment Priority Program, OPM Placement Programs, DoD Priority Placement Program, etc.). The Employer agrees to assist employees in enrolling in priority placement programs.

Section 7. The Employer may waive OPM qualifications standards and requirements, except for a minimum education requirement, to assign an employee to a vacancy when the Employer determines that the employee has the capacity, adaptability, and/or special

skills needed to satisfactorily perform the duties and responsibilities of the position. This waiver may not be used to assign an employee to a position of higher grade than the current position held.

Section 8. An employee is given additional service credit based on the average of the employee's last three (actual and/or assumed) annual performance ratings of record received during the three (3) year period prior to the date of issuance of specific reduction in force notices. In determining this average, the values assigned are: twenty additional years for each rating of exceptional or outstanding, sixteen additional years for each rating of exceeds fully successful or highly successful, and twelve additional years for each rating of fully successful.

Section 9. Competitive levels shall be established in accordance with applicable law and regulation. A list of competitive levels within the scope of the bargaining unit by competitive level number, title(s), series, and grade for those competitive levels affected by a reduction in force will be furnished to the Union.

Section 10. When the Employer issues a written general notice, a copy of the notice and any amendment thereto shall be provided to the Union prior to distribution to employees.

Section 11. When a general notice is not used, specific written notices will provide a 60-day notice period prior to the effective date of the specific reduction in force action. The Employer will provide the Union written summaries of specific reduction in force actions and amendments.

Section 12. Details. Employees on detail are not released during a reduction in force from the position to which they are detailed, but rather, from the affected employee's permanent position.

Section 13. Transfer of Function. When a transfer of function results in a reduction in force, RIF procedures, as outlined in regulations and this Agreement, will be used.

Section 14. Pertinent retention registers will be available for review by affected employees and/or their representatives. This review will normally be accomplished within two weeks after receipt of a reduction in force notice.

Section 15. The Employer will provide information needed by employees to understand the reduction in force and why they are affected. Specifically, the Employer shall:

a. Inform employees as fully and as soon as possible of plans or requirements for reduction in force.

b. Inform employees of the extent of the affected competitive area, the regulations governing reduction in force, and the kinds of assistance provided for affected employees.

c. Maintain vacancy announcements for other Federal employment for employees' review in the Civilian Personnel Office.

Section 16. The Union may review a bargaining unit employee's Official Personnel File at the employee's request if that employee reasonably believes that the information used to place him/her on the retention register is inaccurate, incomplete, or not in accordance with law, rules, regulations, or the provisions of this agreement.

Section 17. The Employer will maintain all lists, records, and information pertaining to the reduction in force for at least two years.

ARTICLE XII LEAVE

Section 1. Annual Leave.

a. The Employer and the Union agree to follow applicable agency leave regulations.

b. The Employer reserves the right to make the final decision on when leave is to be used. Once the leave is scheduled and approved, the leave will not be cancelled without at least 15 days advance notice except under emergency conditions. Determination as to the time and amount of annual leave to be granted generally should be on a basis of mutual agreement between the employee and the supervisor.

c. The Employer will solicit requests for vacations sufficiently in advance to provide both employees and the Employer opportunity for proper planning. In the event two or more employees desire leave at the same time and the Employer determines that all cannot be absent at the same time, an attempt will be made at the lowest supervisory level to adjust vacation dates, so that they are mutually agreeable to all parties. If the situation cannot be resolved to the mutual satisfaction of all parties then seniority will be the determining factor. Seniority will be defined as service in the work section. An employee will not have choice of the same holiday two years in succession.

d. A liberal leave policy will be in effect in conjunction with all holidays. In the event all employees who request leave cannot be spared, an attempt will be made to resolve the situation at the lowest supervisory level. If the situation cannot be resolved to the mutual satisfaction of all parties then seniority will be the determining factor. Seniority is defined as service in the work section.

e. Operations permitting, employees normally will be granted annual leave as requested. Employees are responsible for cooperating with the Employer, whenever possible, in requesting leave during periods when their services can be best spared. Employees and the Employer will cooperate in scheduling leave throughout the leave year to avoid forfeiture and to maintain employee morale and productivity.

f. A normal leave period for a vacation is two consecutive weeks although leave may be requested for smaller or larger periods of time. Those employees desiring leave in excess of two weeks should discuss the matter with the Employer in advance of submitting the request. Reasonable attempts will be made to satisfy employees' desires with respect to granting long leaves.

g. Annual leave for emergency situations will be granted by the supervisor on a case by case basis to cover unexpected contingencies. The employee must contact the supervisor or designated official as soon as practicable (normally within two hours) after the start of his normal tour of duty to obtain approval and establish the time to be accounted for as emergency annual leave. In the case of shift workers, a one hour notice shall precede the scheduled tour of duty to allow the employer time to facilitate adequate work scheduling. Consistent with Section 1.b. of this article, Emergency Leave shall normally be granted for certain compelling situations. These include, but are not limited to, death in the immediate family, and medical emergency in the immediate family.

Section 2. Sick Leave:

a. The Union agrees to encourage employee understanding and appreciation: (1) of the need to use sick leave only to cover absences due to bonafide incapacitation to perform their assigned duties, and (2) of the benefits and values that accrue to employees who, through the accumulation of large amounts of sick leave, are protected against financial hardships resulting from long-term illnesses and accrue additional service credit upon retirement.

b. Sick leave shall be requested in advance when appointments have been made for medical, dental, or optical examinations and care. When prevented from reporting for duty

because of an incapacitating illness or injury: (1) Employees on regular tours of duty shall attempt to notify their immediate supervisor or other officially designated person, as soon as possible (generally within two (2) hours) after beginning of the scheduled tour of duty; or, (2) Employees whose tours of duty include shift work shall notify their immediate supervisors or other officially designated person, normally at least one (1) hour before the tour of duty is to begin. Employees absent for more than one (1) day shall keep their supervisor advised of the anticipated duration of their absence in order to facilitate adequate work scheduling.

c. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such leave exceeds three (3) consecutive workdays except in cases of suspected abuse of sick leave. In those cases where the employee will be absent more than three (3) days but not more than five (5) days, and the attendance of a physician has not been required, the employees certification on the time and attendance report will suffice. Employees who have been absent due to illness for more than five (5) days will report to the Occupational Health Nurse at the beginning of the first day back to work. When supervisors suspect abuse of sick leave, they may give official written notice that a medical certificate for each absence from work allegedly due to incapacitation for duty is required which shows the cause of the incapacitation. The written notice provided to the employee will specify the reason(s) for suspecting the abuse. Once instituted, the attendance record of the employee will be reviewed by the supervisor every four (4) months. The employee will be notified in writing of the review and whether or not medical certification for each absence is still required.

d. All required medical certificates covering sick leave absences will be submitted within three (3) days after return to duty. However, supervisors may authorize a reasonable delay in the administration of this provision when circumstances warrant the exception.

Section 3. Voting:

a. The Employer agrees that employees should be able to exercise their right to vote.

b. Employees normally scheduled to work on an election day and who are registered to vote in such elections shall be granted excused absence to vote provided the following conditions are met:

(1) The employee requests the excused absence in advance of the election day;

(2) The polls are not open at least three (3) hours before or after the employee's regular hours of work; and,

(3) The excused time requested represents the minimum time off the job to permit an employee to vote.

c. Under unusual circumstances, an employee can be excused up to a full day. Where release of an employee at the beginning or end of the day would seriously impair the operations, the supervisor, to the extent possible, shall make other arrangements to allow the employee a reasonable amount of time during the workday to vote.

Section 4. Court Leave:

a. Court leave is the authorized absence, without charge to leave or loss of compensation, of an employee from official duty for jury duty or for attending court in a non-official capacity as a witness on behalf of the Federal, State, or Local government. The court may be a Federal, State, or Municipal Court.

b. An employee duly summoned for jury duty or for other judicial proceedings in a nonofficial capacity as a witness on behalf of a State or Local government will be placed on court leave to comply with the order. This provision does not apply to employees in a leave without pay status.

c. The employee shall furnish the Employer satisfactory evidence of the service rendered the court. All jury fees received for services for a period when the employee is paid court leave must be turned in to the employing activity. The employee may keep allowances for mileage and subsistence if not paid by the employing activity.

d. In cases where no hardship results, an employee will return to duty or be charged annual leave when he is excused from court duty for one day or even a substantial part of a day. A hardship could result if an employee lives or works a long distance from the place where the court is held.

Section 5. Advance Leave:

a. Annual leave may be granted an eligible employee in advance to the extent that such leave will accrue to him during the current leave year.

b. Advanced sick leave is available under the following circumstances to employees who have exhausted their accrued and accumulated sick leave. Advanced sick leave may be granted only in cases of serious disability, impairment, and/or illness. For the purpose of this section, serious disability, or impairment shall refer to limb or appendages which have been immobilized by injury or with a cast by a physician, and which, therefore, interferes with performance of duties, to cases of quarantine, to surgery with a recuperative period, and to a doctor's designation of incapacity. A medical certificate signed by a physician or practitioner must accompany all requests for advance sick leave, and will include the expected date of incapacitation and the expected date of return to duty. All requests for advance sick leave will be initiated in advance (if possible) by the employee and will be forwarded with the supervisor's recommendation through channels to the Civilian Personnel Office. The request will include the amount of sick leave to be advanced (no account shall exceed 30 days), reason for advancement, and a statement of assurance that the employee will return to duty. Temporary appointments and employees expected to separate shall not be given advance sick leave.

Section 6. Excused absence for blood donors. All Employees who volunteer as blood donors, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or who respond to emergency calls for needy individuals, will be excused from work without charge to leave subject to approval by supervisor. In addition to the time required to travel to and from the blood center and to give blood, donors will be authorized four (4) hours of excused absence on the day the blood is donated for recuperation purposes. All donors are encouraged to take the full four (4) hours for this purpose.

Section 7. Leave without pay to serve the National Office of American Federation of Government Employees, AFL-CIO. An employee may be granted leave without pay (LWOP) for the purpose of serving on a temporary basis, as an officer or representative of the National Office of AFGE. Absences in excess of 52 weeks will not be authorized without prior discussion with the Union president or his/her designated representative.

Section 8. Where an employee is required to travel from overseas temporary duty and serves in a travel/duty status for more than 16 consecutive hours, the employee may be excused without charge to leave or pay to recuperate from fatigue or loss of sleep. Excusal normally will not exceed four (4) hours. When an employee completes travel after midnight on a workday, excusal may be given for up to eight (8) hours.

ARTICLE XIII
HOURS OF WORK

Section 1. All scheduling of work shall be done in accordance with governing law and applicable regulations.

Section 2. The Employer agrees to the following with respect to the establishment of work schedules, except when the employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased:

a. Assignments to tours of duty are scheduled two weeks in advance of the administrative workweek to cover periods of not less than two (2) weeks, but may be changed when events preclude compliance;

b. The basic forty (40) hour workweek is scheduled on five (5) days, Monday through Friday, when possible, and the two (2) days outside the basic workweek are consecutive;

c. The working hours in each day in the basic workweek are the same;

d. The basic nonovertime workday may not exceed eight (8) hours unless approved as an alternate work schedule;

e. The occurrence of holidays may not affect the designation of the basic workweek; and,

f. Breaks in working hours of more than one (1) hour may not be scheduled in a basic workday.

Nothing in this section shall prohibit the right of the Employer to reschedule, when necessary, the hours of duty when such changes shall not result in the inability of the employee to perform assigned duties.

Section 3. The Employer and the Union agree that excepted tours of duty, i.e., deviations from normal business hours (0730-1630) may be necessary, and can be established when required.

Section 4. Where the employee's work assignment justifies it, reasonable time will be allowed for clean up and drawing and storing tools and equipment. Both the immediate supervisor and the individual employee are responsible to assure that there is no abuse of this practice.

Section 5. 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. These breaks should be taken approximately midway in the periods. Such rest periods may not be used to extend the lunch period or to shorten the workday. Since the rest period is a part of the duty day for which pay is received, employees are responsible for assuring that this privilege is not abused.

Section 6. Flexitime.

a. Flexitime is authorized in accordance with CAC and FT LVN Regulation 690-6.

b. Major organizational directors are delegated authority from the Commander to implement flexitime within their respective organizations. They are also responsible for determining which positions or organizational units are not included in the program.

c. Flexitime hours are established as follows:

(1) The normal business hours as currently established (i.e., 0730-1600 or 0730-1630, Monday thru Friday) will be maintained within each organizational element.

(2) The flexitime workday is from 0600 to 1800 hours.

(3) The core period will begin at 0900 and end at 1500 hours.

(4) Flexible periods are from 0600 to 0900 and 1500 to 1800 hours.

(5) A lunch period of no less than 30 minutes nor longer than 60 minutes will be taken between the hours of 1100-1330. Changes in the time the lunch period is taken (between the hours of 1100-1330) may be effected upon approval of the supervisor on a day-to-day basis.

d. For those activities which have flexitime, Management will endeavor to schedule meetings within the flexitime core hours, 0900-1500, so as not to cause undue hardships on the employees.

Section 7. Tour of duty changes.

a. Changes in tours of duty for personnel not on flexitime shall be posted in appropriate work areas and will cover a two (2) week period.

b. All changes will be posted two (2) weeks prior to the administrative workweek affected, except as provided for in

Section 2, unless otherwise agreed to by the employee and the supervisor, and will continue for a period of at least two (2) weeks.

c. The posting of change(s) will contain the following:

- (1) Days and hours of the tour,
- (2) Duration of the change, and
- (3) Signature of the "authorizing official".

d. Nothing in this section shall prohibit the right of the Employer to reschedule, when necessary, the hours of duty when such changes shall not result in the inability of the employee to perform assigned duties.

ARTICLE XIV OVERTIME

Section 1. Overtime will be paid in accordance with Title 5, USC, and FLSA, as amended. Fifteen (15) minutes is the minimum period of overtime that can be authorized.

Section 2. Employees will perform overtime work when required by the supervisor to accomplish the work of the activity. The Employer will consider requests for relief from overtime due to impairment of health of the employee or extreme hardship, before assignment of overtime is made. As much advance notice as is possible will be given to affected employees. Overtime work will be offered first, on a voluntary basis, to those who ordinarily do the work that is to be accomplished on the overtime. If there are insufficient volunteers to perform the overtime, the qualified employees with the least amount of seniority in the work section will work the overtime. Refusal to work required overtime without a valid reason may subject the employee to appropriate disciplinary action.

Section 3. First consideration for emergency overtime work shall be given to those employees who are currently assigned to the job and present on duty. Second consideration will be given to those employees in the work area qualified to do the job where the overtime is required. In addition, as much advance notice as is possible will be given to affected employees. In the event that the overtime requirement is for two or more hours and the employee is to work immediately after his normal tour, a fifteen (15) minute break may be authorized prior to commencement of overtime.

Section 4. In an emergency situation, defined as an act of God (i.e., flood, fire, etc.), or a possible life threatening

situation in which serious injury or death could result if not immediately remedied, or in a situation where extensive property damage will be incurred, the employee who is called back by the Employer:

a. will receive not less than two (2) hours overtime pay.

b. will be authorized a fifteen (15) minute break from wage schedule work that is hazardous or that requires continual or considerable physical exertion after working two (2) or more hours of overtime without a break immediately before the commencement of the employee's regular tour of duty.

Section 5. Normally, all TDY travel will be scheduled during the basic workweek. However, when such travel is required to be performed outside the basic workweek and the requirement results from an event which cannot be scheduled or controlled administratively, such travel will be on an overtime basis as outlined under applicable regulations.

ARTICLE XV ENVIRONMENTAL DIFFERENTIAL PAY

When the Employer or the Union determine that there is a need to establish additional percentages or categories of environmental differential pay beyond those established in the FPM Supplement, the initiating party will notify the other of such proposed changes. Within 30 calendar days of receipt of the proposal, the parties will meet for the purpose of discussing the proposal. The Employer agrees to include Union comments regarding the justification with the submission of a proposal for approval.

ARTICLE XVI SAFETY

Section 1. The employer shall, consistent with applicable laws, executive orders, and regulations (by using the most stringent), be responsible for furnishing to and maintaining for employees, places and conditions of employment that are free of recognized hazards that are causing or are likely to cause work related death, injuries, or occupational illnesses to the employee. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions. The union agrees to encourage employees to abide by the safety practices prescribed by the employer. Employees will be alert to all hazardous equipment, conditions, and safety practices, as well as environmental conditions which represent health hazards.

Section 2. The Employer shall, in accordance with Executive Order 12196 and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 CFR 1960), assure that all employees and/or union officials/stewards participating in activities under this article including training provided by EO and basic program elements, shall be granted official time for this participation where agreed upon by both union and management and where performed during duty hours.

Section 3. All obligations to negotiate in good faith concerning health, safety, and environment will be undertaken in accordance with the terms of the Negotiated Agreement, the Labor Relations Statute, and all changes to the Statute.

Section 4. In the absence of more stringent or equivalent, specific standards, the Employer recognizes the applicability of OSHA standards under Section Six of the Act to the workplace. Where local alternatives to the OSHA standards are initiated, the Employer will consult with the Union to provide the Union opportunity to discuss issues and make written comments prior to submission of alternative standards for approval.

Section 5. The Employer will insure that employees are provided training and proficiency review, where appropriate, in the use and handling of toxic or harmful substances in connection with their assigned duties. Employees are responsible for correctly handling toxic or harmful substances in connection with their assigned duties in accordance with approved Department of Army/OSHA requirements.

Section 6. Inspections.

a. The term "inspection" means a comprehensive survey of all or part of a work place in order to detect safety and health hazards. Inspections are normally performed during regular work hours of the Agency, except as special circumstances may require. Inspections do not include routine, day-to-day visits by Agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

b. A Union representative shall be given the opportunity to accompany the TRADOC Safety Officer, TRADOC Fire Inspector, or OSHA Inspector during their inspection of the workplace, as well as, the official who conducts an inspection in response to a report made by a bargaining unit employee or the union of any unsafe or unhealthful condition to include fire hazards.

Section 7. On-the-Job Injuries.

a. All employees will report all on-the-job injuries immediately to his/her supervisor. If the immediate supervisor is unavailable, the employee will notify the acting supervisor or the next level above the immediate supervisor.

b. With supervisory knowledge, the employee will immediately report to the Occupational Health Nurse or designated alternate for evaluation unless the nature of the injury or the employee's health requires the employee to report directly to a physician. The employee has the right to the initial choice of physician for treatment and the employee will be allowed to make the choice independently.

c. The supervisor will assure that form CA-1 is completed to document the on-the-job injury. The employee is responsible for providing a written report on the Form CA-1 within two (2) workdays following the injury, if medically able to do so. The employee will indicate on the Form CA-1 whether he or she wishes to receive sick or annual leave or request continuation of pay for the period of disability.

d. The supervisor will promptly issue Form CA-16 to authorize appropriate medical care. All other necessary forms/reports required by the OWCP will be completed in a timely manner by all individuals concerned (supervisor, employee, personnel, etc.).

e. An employee who suffers an occupational disease or illness will make a prompt report to his/her supervisor as soon as the employee becomes aware of the disease or illness. The report will be documented on a Form CA-2. Medical treatment/compensation may be authorized only by OWCP.

f. Detailing of employees to work assignments compatible with their physical conditions or temporarily tailoring their regularly assigned duties due to their physical limitation will be considered by supervisors as alternatives in dealing with employees who are unable to perform their regularly assigned duties because of occupational illness or on-the-job injury, but who are capable of returning to or remaining in a duty status.

Section 8. Protective and Safety Equipment.

a. It is mutually agreed by the Employer and the Union that protective clothing and equipment are essential to all operations which are inherently hazardous, which easily become hazardous by unsafe acts of personnel, or which are made hazardous by existing conditions such as temperature, footing, illumination,

visibility, ventilation, atmosphere contaminants, skin contaminants, physical and biological hazards, noise and radioactivity. The need for special clothing and equipment will be determined by the Safety Officer and Preventive Medicine Activity. Disagreements with the determinations of the Safety Officer and Preventive Medicine Activity for the need for special clothing and equipment will be handled through the negotiated grievance procedure.

b. The Employer will furnish, fit, maintain, and insure that employees are provided appropriate training in the use of authorized special clothing and equipment where necessary for the protection of employees in the performance of their assigned tasks. Standard operating procedures developed by the employer for physical operation will include requirements for the use of protective clothing and equipment. Supervisors will require employees to wear or use protective clothing and equipment where: the items are necessary to protect employees from occupational diseases and trauma; the items are necessary for safe performance of the task, and/or protection of other people, government equipment, material, or property; and, appropriate training has taken place. It is the responsibility of the employee to wear and use protective clothing and equipment as required. Failure to do so could result in disciplinary action.

Section 9. New Equipment and Machinery.

a. The Employer will ensure that employee(s) have been oriented on the use of new equipment and/or machinery and will ensure that this equipment or machinery has been inspected, when required, for safety before initial use.

b. To enhance safety, the supervisor will consider the proficiency level of employees to be assigned to perform repair work on or about moving or operating machines.

Section 10. Employees working in confined/enclosed spaces shall have a safety harness and lifeline with an attendant where there is an oxygen deficiency or contamination. The attendant shall be assigned no other duties while work is in progress in the confined/enclosed spaces. Confined/enclosed spaces include: ventilation or exhaust ducts, sewers, underground utility tunnels, boilers, pipelines, and storage tanks.

Section 11. The Employer agrees to maintain an employee occupational health program which will include the following services.

a. Supervisors or other management officials may authorize the use of government transportation within their control to transport an employee to Munson Army Community Hospital. Ambulance service shall be available should the circumstances warrant. Normally, transportation will not be provided if it is reasonably evident that the employee's illness or injury is not serious and private or public transportation is suitable.

b. Medical surveillance examinations will be provided to employees exposed to health hazards in the work environment.

c. Health information and screening will be provided by the employer.

d. Occupational Health Nurse will provide to employees, upon request, the names and location of private physicians, dentists, and other community health services available in the local community.

e. Where increased risk of infection related to potential job hazards exists the employer will notify employees who work in the area of risk and provide appropriate immunizations.

Section 12. Office Hazards.

a. Employees who use VDT's four (4) hours per day or twenty (20) hours per week or more will receive triennial visual screening examination by the Occupational Health Nurse.

b. Employees who are required to perform continuous work on a VDT without a choice of freedom of movement from the work station or to perform other duties shall be provided three ten (10) minute breaks for each four (4) hours of work. The breaks will not be taken at the beginning or end of the work day or in conjunction with lunch breaks.

c. Ventilation. The Employer agrees to insure that employees are not subjected to harmful concentrations of chemicals, chemical vapors, chemical irritants or inadequate ventilation in the office work environment without proper protective equipment. Where such a condition is suspected, the preventive medicine activity of the USA MEDDAC will be requested to conduct a survey of the worksite. When an employee believes such a condition exists, the employee or the employee's union representative will advise the supervisor and/or the activity safety office.

d. The Employer acknowledges that circumstances may arise in the office work environment where adverse weather causes extremely high and low temperatures requiring the supervisor to take actions necessary to prevent an unsafe or unhealthy working condition.

Section 13. In cases where employees are impeded from prompt evacuation from buildings in emergency situations, due to handicap, the Employer will assure assistance is provided.

Section 14. Heat/Cold Injury Prevention. Heat and cold injury prevention programs will be carried out in accordance with CAC and FT LVN Reg 40-4, dated 22 December 1981, and CAC and FT LVN Reg 40-5, dated 22 December 1981.

a. Supervisors will assure employees are instructed annually concerning heat and cold injury prevention in relation to their assigned duties. Guidance will be published annually to the workforce concerning working in hot and cold environments.

b. The Employer will consider predisposing physical and health conditions of employees prior to work assignments in hot or cold work environments which could adversely affect the health of the employee.

ARTICLE XVII POSITION DESCRIPTIONS

Section 1. Use of Position Description.

It is agreed that the position description is an item or record which should be clearly understood by the employee. The appropriate supervisor will explain the employee's duties to him when he is assigned and whenever it is planned to implement changes in his duties affecting or resulting in a change in his position description. A copy of the employee's official position description will be furnished to the employee upon assignment, and a copy will be placed in his official personnel folder.

Section 2. Contents of Position Description.

The Employer and the Union agree that the position description will include the major duties, responsibilities, and supervisory relationships to clearly and definitely provide information necessary for job evaluation and position management purposes. Wage Grade positions will include a description of work conditions. A duty is a major duty if it constitutes an essential and basic reason for the establishment and existence of the position. In addition, any continuing or periodically recurring duty will be included if it either occupies 25% or more of the incumbent's time or is sufficiently different from the other major duties of the position as to require additional entrance qualifications or extensive post assignment training.

Section 3. Handling Employee Dissatisfactions.

Complaints regarding accuracy of job descriptions will be resolved between the employee and a representative (if requested) and the supervisor, or if necessary, the second-line supervisor. If resolution is not reached at this level then the action may proceed through appropriate procedures.

Section 4. Classification Appeal.

An employee may appeal the classification of his official position at anytime. The supervisor will provide information on appeal procedures. The employee may be assisted by a representative of his own choosing in preparing and presenting his classification appeal.

ARTICLE XVIII PERFORMANCE EVALUATION AND ACCEPTABLE LEVEL

Section 1. The performance appraisal system shall provide a fair, accurate, and objective evaluation of job performance. Each employee's evaluation shall be directly related to their official duties. Management shall provide assistance to employees in meeting performance standards.

Section 2. Major and critical elements shall be consistent with the position description. To the extent practicable, critical elements should be related to the major duties of a position. Major and critical elements shall be communicated, in writing, to each employee at the beginning of the rating period.

Section 3. Standards used for the evaluation of performance shall be fair, valid, objective, attainable and shall be communicated in writing to each employee at the beginning of the rating period.

Section 4. Management shall make a sincere effort to assist the employee in improving their performance to a satisfactory level. To this end, management shall show documented evidence that an employee has been counseled on deficiencies and provided necessary assistance and/or training for at least 90 days before issuing any notice for proposed action. In no case shall the decision to take action be based on matters not stated in the proposed notice.

ARTICLE XIX
CONTRIBUTIONS

The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations and ensure that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. It is further agreed that no lists will be kept showing the names of contributors and the amounts of their contributions except as necessary to maintain accountability and process payroll deduction authorizations.

ARTICLE XX
SUGGESTION PROGRAM

Section 1. The Union and the Employer agree that to properly maintain interest in new ideas, it is necessary to have an effective suggestion program.

Section 2. Any employee of this unit may submit a suggestion on any idea intended to accomplish a job better, faster, and/or cheaper; to simplify or improve operations, tools, methods, procedures, layouts, or organization; to increase individual or group productivity or manpower utilization; to conserve materials or property; to promote health or improve working conditions; to substantially reduce the likelihood of serious accidents; to improve morale in terms of desirable and feasible personnel services; and, personnel policy and practice. Suggestions that meet eligibility criteria will be promptly referred to the office of primary interest for investigation, evaluation, and report as to adoption. Full consideration will be given to the suggestion and any developments directly attributed to the suggestion. When it is determined that the evaluation cannot be completed within 30 work days after receipt of the suggestion, the suggester will be so informed and furnished interim progress reports either in writing or by telephone. Reasons for extended evaluation time should be given.

Section 3. If the suggestion is approved, it will be processed according to the amount saved as per the awards pay schedule outlined by the Army.

Section 4. The voucher for payment for an award for a suggestion which has been implemented will be forwarded to the Finance and Accounting Office after evaluation is completed and processed. The award will be paid at an appropriate awards ceremony.

Section 5. If the suggestion is approved, it will be put into use as soon as possible.

Section 6. A Union member will be designated by the Union to act as a member of the Incentive Awards Committee. This member will be invited to participate in matters involving planning, establishing goals and targets, and evaluating program progress.

ARTICLE XXI
TRAINING

Section 1. The Employer and the Union agree that an effective training and development program benefits both management and the employee. Training develops the skills, knowledges, and abilities of the workforce necessary to accomplish management goals. At the same time, the employees gaining additional skills perform more efficiently and become better candidates for promotion. Since training and development provide benefits to both management and employees, both have a responsibility to insure efficient and effective utilization of the program.

Section 2. Employer/Management Responsibilities.

a. Management will identify and budget for essential training needs of employees consistent with law and regulation.

b. Management has the responsibility for determining training and development needs of employees. Consistent with the employer's needs and the availability of funds, efforts will be made to improve the employee's performance knowledge and skill level for current or planned job assignments.

c. The Employer will identify anticipated vacancies in occupations requiring scarce skills. Where feasible, the Employer will establish Upward Mobility Plans designed to fill such vacancies from the current workforce. Where an Upward Mobility Plan is developed creating a trainee position or training program, the Employer will notify all employees of such position/program by publishing a notice in the Fort Leavenworth Bulletin.

d. Selection for training and development opportunities designed to lead to promotion will be made in accordance with merit principles and without regard to race, color, creed, religion, sex, age, disability, or national origin.

e. When the employer is notified of change(s) in the function, organization, and/or mission, which would affect the

number and types of positions, the Employer will consider initial waiver of qualification requirements and the use of formal training agreements to effect retraining programs. The Employer will inform affected employees of possible governmental assistance for retraining and aid him/her in making application.

f. The Employer will encourage employees self-development activities. Information on education/training developmental programs will be made available to all employees on request.

Section 3. Union/Employee Responsibilities.

a. The Union and the employee recognize that no job remains static, and that updating the employee's skills on a continuing basis is necessary to maintain satisfactory job efficiency. The Union will encourage employees to take advantage of all training and educational opportunities to maintain and increase their efficiency. Since no training program is effective without the willing and active participation of the trainee, employees must have the desire to learn and improve. Developing the employee's motivation and initiative toward improving his skills and abilities is the responsibility of the employee, the Union, and the Employer.

b. Each employee has the responsibility for self-development. Employees should make full use of available education and training opportunities. To gain full benefit from self-development activities, it is the employees' responsibility to keep their supervisors informed of their progress and have certification of training course completions entered in their personnel folders.

c. Management acknowledges that employees enrolled in self-paced training programs may progress or complete such programs at different rates, in recognition of individual differences in experience, capability, and workload, and will allow employees to complete such courses at the employees' own paces, consistent with course requirements.

ARTICLE XXII USE OF OFFICIAL FACILITIES

Section 1. At the request of the Union, the Employer will provide adequate facilities, if reasonably available, to include restroom facilities, for monthly meetings of the local during the non-duty hours of the employees involved.

Section 2. If reasonably available, office space with installed heating and air-conditioning capabilities will be provided for carrying on the official business of the union.

Section 3. The Union will be provided three (3) parking permits for parking in time restricted parking spaces to assist them in parking in close proximity of the locations where they conduct official union business.

Section 4. The Union will be provided one designated parking space in front of the union office.

Section 5. Subject to the availability of telephone facilities, no union official will be denied the use of telephone facilities for communications when the sole purpose is to carry out the terms of the agreement. The frequency and duration of usage may be limited by the supervisor in consideration of official requirements for use of the telephone.

Section 6. The Union will be given the use of the Government office equipment and furniture hand-receipted to the union as of June 3, 1986.

ARTICLE XXIII PARKING FACILITIES

Section 1. Parking facilities for employees of this unit will be within a reasonable distance to their normal working station.

Section 2. Where employees with ambulatory handicaps are involved, the Employer will provide reserved parking spaces as near as possible to the worksite.

Section 3. Temporarily disabled employees will be granted temporary parking convenient to work area upon application to and approval by the occupational health nurse.

Section 4. Where night shift work is necessary, it is the Employer's responsibility to provide safe passage and parking lots for the employees as near to work as possible.

Section 5. The Employer and the Union recognize the importance of conserving energy. To this end, the Employer agrees to provide designated parking spaces in prime locations for personnel who can car pool and who drive compact and subcompact automobiles. The Employer and the Union will jointly develop a plan to implement this.

ARTICLE XXIV
DISCIPLINARY ACTIONS

Section 1. The Employer and the Union agree that disciplinary actions may be taken for only just and sufficient cause and should be progressive in nature, depending on the severity of the offense.

Section 2. The disciplinary process covers a wide range of alternatives and includes informal and formal actions (e.g., oral admonishment, written warning, letter of reprimand, and suspension of 14 days or less).

Section 3. The Employer agrees to informally discuss with the employee and his/her representative the basis for any proposed disciplinary action prior to its being reduced in writing. The Employer will carefully consider the employee's views and inform the employee of his decision.

Section 4. When the employee elects to be represented by the Union, the Employer agrees to furnish a copy of all correspondence to the employee and the Union within one workday.

Section 5. In all instances where the Employer initiates a discussion concerning a disciplinary action, the Employer agrees to the presence of a union representative.

Section 6. Disciplinary actions will not be used to affect conditions of work of other employees in the bargaining unit.

Section 7. A union representative will not be charged leave for reasonable time spent in preparation for or in attendance at a disciplinary action meeting.

Section 8. In all instances where the Employer initiates an action to talk to an employee and or employees which could lead to discipline, the employee and/or employees have the right to Union representation.

ARTICLE XXV
ADVERSE ACTIONS

Section 1. The Employer agrees that adverse personnel actions (including those that are disciplinary in nature) under 5 USC 75 will be taken only for just and sufficient cause and for such reasons as to promote the efficiency of the service. Actions

taken for discipline must not be arbitrary or capricious; the penalty must not be clearly excessive in relation to the offense, and must not otherwise be unreasonable.

Section 2. Adverse actions under 5 USC 75 are removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade; or furloughs of thirty (30) calendar days or less.

Section 3. The Employer agrees to give a thirty (30) calendar day written notice of the proposed adverse action to the employee.

Section 4. Copies of all correspondence relating to adverse personnel actions and addressed to the employee will be furnished to the employee in duplicate, or in the case where a union representative is present, a copy to the employee and a copy to the union representative. Copies of pertinent regulations involved in the case will be made available to the employee or his/her representative upon request.

Section 5. The employee is entitled to respond orally and/or in writing to the proposed adverse action. The employee who receives a proposal of adverse personnel action may request a union representative to assist him/her in preparation of a verbal and/or written reply. In such cases, both the employee and a designated representative will be allowed a reasonable amount of duty time to research, prepare, and present a reply.

Section 6. The Employer will address the final decision in writing to the employee no later than thirty (30) days after the close of the notice period except in those instances in which there are compelling reasons (e.g., illness or absence of parties to the action, evidentiary issues, etc.) that could impact adversely on fairness to the employee or efficiency of the service.

Section 7. The Union has exclusive recognition and is entitled to be the representative of a bargaining unit employee at the hearing, upon the request of the employee. The Union will be invited by the Employer to attend an MSPB hearing, where not already representing the employee, if an adjustment is to be made which involves conditions of employment of bargaining unit employees generally.

ARTICLE XXVI
CONTRACTING OUT AND USE OF MILITARY PERSONNEL

Section 1. The Union and the Employer agree that decisions regarding the Commercial Activities (CA) Program (A-76) and

contracting out of other work performed by members of the bargaining unit are at the discretion of the Employer and higher authority.

Section 2. The Employer agrees to inform the Union of any proposed CA reviews for which Fort Leavenworth CA Office has proponency for/or knowledge of which may result in the contracting out of work and the elimination of bargaining unit positions. The Employer will provide the Union with milestone schedules, Requests for Proposals, and Invitations for Bid which do not interfere with the internal deliberation process for all CA reviews which impact on bargaining unit positions. The Employer will provide the Union with an opportunity to review and comment on proposed Performance Work Statements.

Section 3. The Employer and the Union agree that Union participation in the development of Performance Work Statements (PWS) is in the best interest of both parties. Therefore, the Union will be afforded the opportunity to review and assist in the development of PWS which impact on employees at Fort Leavenworth. A reasonable amount of official time, dependent on the complexity of the study, will be made available to the union to perform such reviews.

Section 4. The Union will be invited to attend all CA bid openings at Fort Leavenworth which do not interfere with the internal deliberation process and will, on request, be provided with cost data and other relevant information which can legally be released concerning contract decisions for the purpose of preparing appeals. In the case of a noncompetitive selection (minority small business set aside), the Union will, if requested, be provided with a written memorandum of record summarizing the negotiations and will be notified of and afforded an opportunity to have a representative on official time present at the final review of in-house costs and contract award to the extent that the above does not interfere with the internal deliberation process.

Section 5. The Union will be notified of and invited to attend all public pre-bid conferences and on site visits to Fort Leavenworth by prospective bidders to inspect the worksite.

Section 6. When the Employer determines a need to convert bargaining unit positions to military positions, the Employer will inform the Union of such proposed changes at least 60 days prior to implementation.

ARTICLE XXVII EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union and the Employer agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, color, race, religion, sex, handicapping condition, or national origin and to promote the full realization of equal employment opportunity through a positive and continuing training effort and to work together toward the full realization of equal employment opportunity through a continuing affirmative action program. The Union agrees to become a positive force in this endeavor and to become a partner with the Employer in the exploration and implementation of ideas and programs whereby equal employment opportunities will be achieved.

Section 2. The Employer and the Union will be alert to all forms of discrimination in the Employer's personnel policies and practices and working conditions. The Employer will ensure that appropriate action will be taken in cases of supervisors or employees who engage in discriminatory practices.

Section 3. The Employer will establish an Equal Employment Opportunity Committee or equivalent to participate in cooperative action to improve employment opportunities and conditions that affect employability. The Committee shall meet at least quarterly at the call of the Chairperson and will assist in establishing affirmative action programs to promote equal employment opportunities. The Employer will furnish information directly related to issues to be addressed in committee meetings.

Section 4. The Employer agrees to provide the Union with a copy of the multi-year affirmative action plan when issued or revised.

Section 5. The Union has the right to be represented at any formal discussion between bargaining unit employees and management regarding complaints of discrimination processed under the negotiated grievance procedure.

Section 6. Employees have the right to union representation through the negotiated grievance procedure.

Section 7. The Union has the right to be present at an adjustment meeting held under EEOC regulations if the remedy requested involves conditions of employment of bargaining unit employees generally.

Section 8. The Union will designate a representative to serve on the Equal Employment Opportunity Committee and a representative to serve on the Federal Women's Program Committee.

ARTICLE XXVIII
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 the 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 a 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 deduction 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 any employee will not be effective until the first full pay period after the date of the anniversary commencement date for dues deduction.

Section 12. The Union 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 an allotment:

a. When an employee member is separated from Fort Leavenworth.

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. If an employee is temporarily promoted to a supervisory position, the employee who is on dues deduction will have his dues deduction revoked until the return back to the bargaining unit at which time the dues deductions will begin again as if there was no interruption.

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 XXIX 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 a dispute or complaint between the Employer and the Union or employee(s) covered by this agreement, pertaining to the following:

- a. Matters involving the interpretation, application, or violation of this agreement; or
- b. Matters involving discrimination covered under the EEO Article as well as discrimination due to political affiliation and marital status.
- c. Matters involving work, working conditions, or conditions of employment; or the interpretation and application of agency policies, regulation, and practices whether specifically covered by this agreement or not.

Section 3. With the exceptions of adverse actions detailed in Section 13., allegations of discrimination, and denial of within grade increases, this negotiated procedure shall be the exclusive procedure available to the Employer, the Union, and the employees in the bargaining unit for resolving such grievances. Actions detailed in Section 13. may be pursued through the grievance/arbitration system or the MSPB, but not both. Allegations of discrimination may be pursued through the grievance/arbitration system or the Department of Army EEO complaint/appeal system, but not both. An employee's election, once made, is final. Denial of within grade increases are excluded from the grievance/arbitration procedure.

Section 4. Most grievances arise from instances of misunderstanding or problems that should be settled promptly and

satisfactorily on an informal basis at the first supervisory level that can resolve the grievance. The Employer and the Union agree that every effort will be made in good faith by all parties concerned to explore and settle all grievances at the lowest possible level that can resolve the grievance.

Section 5. The Union, the Employer, or any employee or group of employees in the unit covered by this Agreement may present grievances involving the interpretation or application of this Agreement. Employee(s) who submit such grievances may have them adjusted without the intervention of a Union representative, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as a designated union representative has been given the opportunity to be present at the adjustment. Should the employee desire a representative, such representative must be a union representative or someone approved by the Union.

Section 6. Under this Article, a grievance will be processed in the following manner:

Step 1. The employee(s) and representative(s), if any, will orally and informally present the grievance to the lowest level official/supervisor than can resolve the grievance. In all cases, the immediate supervisor will be kept informed of the status of the grievance.

Grievances resulting from a continuing condition may be presented at any time. Those resulting from a onetime act or decision must be presented within ten (10) working days of the act or decision giving rise to the grievance. Where an oral or written request for data is made by the employee(s) and/or representative(s) to the Employer concerning a probable grievance within the initial ten (10) working day period, an extension of time will be given equal to that required to receive a response of the requested data from the Employer. The employee(s) and/or his representative(s) will have three (3) working days to complete the step 1 time requirement. In no case will the aggrieved have less than ten (10) working days to file the grievance. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, a determination will be made as to the appropriate person to consider the grievance at the second step. The employee or representative will inform the supervisor if it is desired that the grievance should continue to Step 2.

Step 2. If the grievance is not resolved at the first step, the employee(s) will notify the Step 1 supervisor that the grievance is to be continued within five (5) working days. The supervisor will make prompt arrangements after this notification for a Step 2 discussion of the matter between the employee(s), his representative(s), if any, and the official authority to decide such matters within five (5) working days. The deciding official will meet with the parties concerned and try to resolve the issue. The consideration accorded the grievance during the

discussion will be informal; however, a memorandum for the record will be prepared by the deciding official within ten (10) working days of the conclusion of the Step 2 meeting, to briefly summarize the grievance, the consideration accorded it, the conclusions reached, and the course of action decided upon. A copy of the memorandum will be furnished to all parties concerned. The memorandum for record will be appended by concerned parties if they are in disagreement with it within ten (10) working days after receipt of the memorandum for record. If a mutually satisfactory solution is reached, the matter will be considered closed. If an acceptable solution is not reached, the employee(s) will be advised of his/her right to submit the grievance in writing to the Commander of the activity involved. Employees desiring to submit a written grievance must do so within ten (10) working days after receipt of the required Step 2 memorandum for record.

Step 3.

a. If the grievant wishes to refer the grievance to mediation, a request must be made in the written grievance submitted IAW Step 2. If mediation is requested, the procedure outlined in Step 3.b. will be followed. If the grievant does not request mediation the procedure outlined in 3.b. will be omitted.

b. If mediation is requested, the Union and/or the Employer will request the services of a mediator from the Federal Mediation Conciliation Service. The mediator will meet with both parties promptly and attempt to resolve the grievance. The mediator will be provided the written grievance and any supporting documentation deemed necessary by either party. Information presented by either party will be served on the other party prior to the beginning of any proceedings. If the mediator can not resolve the grievance the mediator can be requested by either the Union or Management to provide a written recommendation(s) to the appropriate commander.

c. A grievance file will be prepared by the Employer within seven (7) working days of receipt of the written grievance bypassing mediation or within seven (7) working days after receipt of the mediator's report on the grievance. The grievance file will be referred to the Union for comment. The file, with union comments, will be returned to the Employer within seven (7) working days. The file, with Union comments, will be referred to the appropriate commander within seven (7) working days. The appropriate commander will render a final written decision to the employee within seven (7) working days after receipt of the file.

Section 7. If the Commander's decision is not acceptable, such grievance may be submitted to arbitration upon written request by either of the parties to this Agreement not later than twenty (20) working days after issuance of the Commander's final decision.

Section 8. The time limits for any step of the grievance process will be extended when key personnel in the resolution of a grievance is/are on TDY or leave.

Section 9. Any time limit stated in this Article may be extended by mutual agreement among the aggrieved employee(s), the Employer, and the Union.

Section 10. Once a grievance has been filed under the Grievance Procedure, failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of the Grievance Procedure.

Section 11. The Union will receive a copy of all notices provided by the employer to the grievant pertaining to the grievance.

Section 12. The Union and the Employer agree to expedite grievances which are filed because of denied or cancelled leave. The grievance will be automatically advanced to Step 2.

Section 13. In compliance with the Statute, an employee may elect to either appeal the following actions to the Merit Systems Protection Board (MSPB), under the procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both. The employee's election, once made, is final. The actions are:

- a. removal,
- b. a suspension for more than 14 days,
- c. a reduction in grade,
- d. reduction in pay, and
- e. a furlough of 30 days or less.

A grievance filed under this Section will be submitted to the Employer, ATTN: (Appropriate) Commander through the CPO for decision within 20 days of the effective date of the action. The appropriate commander will provide a decision within 15 work days after receipt of this grievance. This procedure applies only to the actions covered in this section.

Section 14. Employer grievances shall be filed in writing with the President of the Union or his/her designee. Union grievances shall be filed in writing with the Civilian Personnel Officer by an officer of the Union. The grievance shall specify the basis

for the grievance and the corrective action sought. Written decisions will be issued within twenty (20) working days of receipt of the grievance.

ARTICLE XXX ARBITRATION PROCEDURES

Section 1. A request for arbitration may be invoked either by the Union or the Employer or the Union and Employer together. Arbitration will only be invoked after completion of the grievance procedure unless mutually agreed to by both the Union and the Employer.

Section 2. The parties to this agreement will meet within five (5) working days after receipt of a list of qualified people from the Federal Mediation and Conciliation Service to select an impartial arbitrator. If they cannot mutually agree upon one of the listed arbitrators, each party will then alternately strike one name from the list and shall then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 3. In the event that either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay in complying with Section 2 above, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. Arbitration under this article will be conducted without formal discovery procedures.

Section 5. All decisions of the arbitrator shall be consistent with the totality of this agreement. The arbitrator shall not have the authority to add, take away, alter, amend, or modify any terms and provisions of this agreement.

Section 6. All arbitration hearings will be held at Fort Leavenworth, Kansas, during the regular day shift duty hours of the basic work week.

a. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called.

b. The aggrieved employee(s), the employee representative plus one (1), plus necessary witness(es) shall be in a pay status without charge to annual leave while actually participating in the arbitration hearing during duty hours. In addition, the requirement for an advisor or advisors will be provided to management five (5) days prior to the arbitration hearing for concurrence.

c. The list of witnesses to be called will be exchanged between the Employer and the Union at least seven (7) days prior to the date of the arbitration hearing.

Section 7. The cost of the arbitrator's fees and any necessary expenses of the arbitrator shall be borne equally by the Employer and Union.

Section 8. The arbitrator will be requested to render his decision as quickly as possible after the conclusion of the hearing, but in any case, not later than 30 days. The decision will be in writing, will include a statement of the basis for the decision, and will be furnished concurrently to the grievant(s), the Employer, and the Union.

Section 9. The arbitrator's award shall be binding upon all parties. However, either the Employer or the Union may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Council.

ARTICLE XXXI PUBLICITY

Section 1. Sufficient bulletin board space will be provided in appropriate work areas for the steward to display Union literature, correspondence, notices, etc. Material will be posted only after receiving Union approval and must not violate any law or regulation, the security of the installation, or be scurrilous or libelous.

Section 2. The Union will insure that the members of the bargaining unit are apprised of their rights under this Agreement and that Union Stewards are publicized within the activity.

Section 3. The Union shall have use of the Fort Leavenworth, AG Distribution system for delivering the AFGE Newsletter. The Union Newsletter, not to exceed 10 pages, a monthly publication, will be addressed by name, sorted and bundled by activity, upon delivery to the AG distribution point.

ARTICLE XXXII DISTRIBUTION OF AGREEMENT

Section 1. The Employer agrees to distribute copies of this Agreement and supplements thereto to all employees, including supervisory and management personnel within this exclusive unit. The Employer agrees to orient supervisory and management

officials on the contents of this agreement and will apprise them of the fact that under P.L. 95-454, the Articles of this agreement have the same force and effect as regulations. The Union agrees to orient its representatives on the contents of this agreement.

Section 2. New employees of this unit, as part of the orientation process, will be furnished a copy of this agreement.

Section 3. The Union will be afforded the opportunity to make a fifteen (15) minute presentation to orient bargaining unit employees about the union's role, union services, and points of contact. A content outline will be submitted by the Union to the Training and Development Branch, Civilian Personnel Office, for review and approval of this portion of the program. The presentation will not be used as a forum to solicit membership or to air dissatisfactions or problems, nor will it be scurrilous or libelous in nature. The Civilian Personnel Office will provide the Union with notice of the date, time, and place that the orientation is scheduled. The union official making the presentation will be allowed official time. The Union may make available literature relating to the Union in a location accessible to employees.

ARTICLE XXXIII ENERGY CONSERVATION

The Union and Employer agree to cooperate fully in the interest of energy conservation. In this effort, the Union, in cooperation with the employers, will actively promote the Energy Conservation Program and encourage employees to actively participate personally in the program and submit suggestions which will conserve energy and increase the effectiveness of the Energy Conservation Program. The Employer will give full, fair, and impartial consideration to such suggestions and will adopt those that are practical and result in tangible or intangible benefits in accordance with applicable regulations.

ARTICLE XXXIV DURATION OF AGREEMENT

Section 1. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the 3 year expiration date, and each subsequent expiration date for the purpose of renegotiating this agreement. This Agreement may be renewed or extended for a specific period when both the parties so agree.

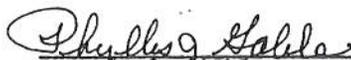
Section 2. If neither party serves notice to renegotiate this agreement, the Agreement shall be automatically renewed for a 1 year period.

Section 3. Once during the life of this agreement either party may notify the other in writing of its desire to negotiate over seven (7) existing articles. Such midterm agreements negotiated in accordance with this section will remain in effect in accordance with the provisions of this article.

Section 4. This agreement and such other supplementary agreements or amendments as may be agreed upon hereafter together shall constitute a collective bargaining agreement between the Employer and the Union subject to rules and regulations issued by OPM, the Department of Defense, the Department of the Army, and intervening higher headquarters as required by law.



EXECUTED: 6 August 1989


PHYLLIS J. HABLE
President, AFGE, Local 738


LEONARD P. WISHART III
Lieutenant General, USA
Commanding


JOHN H. BUSCEMI
Colonel, MC
Commanding


ROBERT T. HOWARD
Colonel, EN
Commanding


JOHN A. ROLLOW IV
Colonel, DC
Commanding


ROBERT L. WRIGHT
Director, USAISC-Fort Leavenworth


EARL E. SMITH
Commissary Officer

TRADOC Approval Date: 3 November 1989

Effective Date: 2 January 1990