

AGREEMENT

BETWEEN

US ARMY DENTAL ACTIVITY

AND

NATIONAL FEDERATION OF

FEDERAL EMPLOYEES

LOCAL NO. 39

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PREAMBLE

In accordance with the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with all supplemental agreements and amendments which may be agreed to at later dates constitute an agreement by and between the Dental Activity hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 39, hereinafter referred to as the Union.

WITNESSETH

In consideration of the mutual covenant herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

WHEREAS, the public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve employee performance and efficiency, the union, as the representative of the employees, agrees to support the Employer in these efforts and promote the development of good will and eliminate waste in all forms; and

WHEREAS, the well being of the employees and

efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the condition of their employment; and

WHEREAS, the Employer also agrees that, supervisors at all levels are to provide positive leadership and set a good example for all bargaining unit employees; and

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

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

NOW THEREFORE, the parties hereto agree as follows:

PURPOSE

The parties having as their intended purpose to promote and improve the well being of employees and the efficiency and effectiveness of Government administration in areas of personnel policies and practices affecting working conditions in the Federal service agree to the establishment of orderly procedures as herein provided, for meeting, conferring or negotiating on matters which are permitted by applicable laws and regulations. The Union in fulfilling its obligations will represent all the employees in the unit without discrimination because of race, religion, sex, age, national origin, or handicapping condition, and without regard to membership in the Union. It is recognized by both parties that in order to bring about the stated purpose of this agreement and preserve the public trust in carrying out the mission of the Dental Activity, a cooperative and constructive relationship must exist between the Union and the Employer.

PARTNERSHIP

In accordance with Executive Order 12871, enacted by the President of the United States on 1 October 1993, NFFE, Local 39, and the U.S. Army Dental Activity agree to adhere to partnership principles and develop, implement, and evaluate solutions to continue effective and efficient government operations.

ARTICLE I
Recognition and Unit Designation

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 2 of this Article.

Section 2. UNIT: The unit to which this Agreement applies is comprised of all non-professional employees in the U.S. Army Dental Activity at Fort Bliss. Excluded are all those types of employees named in 5 USC 7112.

ARTICLE II

Basic Provisions

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. a. Subject to subsection (b) of this Section, nothing in this Article shall affect the authority of any management official of any agency:

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

(2) in accordance with applicable laws;

(a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make

determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

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

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

(ii) any other appropriate source; and

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

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

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

(2) procedures which management officials of the agency will observe in exercising any authority under this Section or:

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

ARTICLE III

Rights of Employees

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such right includes the right to:

a. act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and;

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. Each employee shall have the right to bring matters of personal concern to the attention of the Employer.

Section 3. Employees will be allowed to confer with a Union representative, who may be the steward assigned to their organizational element or other Union official of their choice, for the purpose of obtaining assistance in connection with their

grievance, appeal or complaint, during duty hours. Employees desiring to confer with the Union representative must obtain permission from the first line supervisor prior to meeting with the Union representative.

Section 4. An employee has the right to have both the Employer and the Union apply all applicable provisions of this Agreement fairly and equitably to all employees of the Unit without regard to race, creed, color, national origin, sex, age and marital status, lawful political affiliation, handicapped condition or union membership.

Section 5. The Employer shall not interfere with nor attempt to interfere with any employee in the filing of a complaint, grievance, or appeal, or threaten to take any act of reprisal against an employee who has filed or expressed an intention to file a complaint, grievance or an appeal.

Section 6. An employee has the right to a Union representative at any examination of an employee in connection with an investigation if:

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

b. the employee requests representation.

Section 7. An employee may request a copy of any material placed in his/her Official Personnel Folder to which he/she is entitled under the Federal Personnel Manual or DOD Security regulations. Such material will be provided unless such provision contravenes applicable law or regulation. In addition, the Employer agrees to furnish information as outlined by 5 CFR 7114.

Section 8. An employee, or a representative of the Union who has been authorized in writing by the employee, may review the contents of his/her OPF.

ARTICLE IV

Union Rights and Representation

Section 1. As the exclusive representative of employees in the bargaining unit covered by this Agreement, the Union is entitled to act for and negotiate agreements covering all employees in the unit.

Section 2. The Employer agrees to negotiate with Local 39 on all negotiable matters required by law affecting the employees or their conditions of employment or, as applicable, on the implementation of any new policy adversely affecting the employees or their conditions of employment.

Section 3. The Union shall be given the opportunity to be represented at formal discussions between one or more representatives of the Employer and one or more bargaining unit employees, or their representatives concerning grievances, personnel policies and practices or other general conditions of employment. The Union shall be notified in advance of such formal meetings.

Section 4. a. The Employer will recognize the duly elected local officers and official representatives designated by the Union, including stewards. The Union will supply the Employer, in

writing, and will maintain on a current basis, a list of the union officers and officials, including the steward's areas of representation. The Union may post the list of local officers and officials and/or area stewards on official bulletin boards in space which has been authorized for the Union's use. The Employer will recognize as stewards only employees who are officially designated in writing by the Union. This does not preclude the Union from electing as their officers, members from outside the bargaining unit.

b. The number of stewards authorized shall be the number reasonably required in order to ensure that each bargaining unit employee shall have access to a steward on his/her work shift and work location.

c. The stewards may represent the employees of their designated area(s). Officers, the Chief Steward, or stewards, as assigned, are authorized to represent individuals in any part of the bargaining unit. Normally, the designated steward in the area where the need for a representative arises will perform the representational duties required. When there is no steward available or another steward's services are deemed needed by the Union, the Union may assign a different steward. Upon request from either party, stewards and supervisors shall discuss, informally, items of concern in the

application of this Agreement to avoid misunderstanding and to deter complaints from either party. An employee may request a steward from another section for representation in accordance with the local union's policy.

d. The Employer will recognize representatives of the N.F.F.E. National Office. The Union or the national representative shall provide advance notice (two days, if possible) to the Employer of visits to be made by representatives of the National Office, or will call upon arrival when such advance notice is not practicable.

Section 5. Union officers and stewards, if otherwise in a duty status, will be allowed a reasonable amount of official time away from their assigned duties without loss of pay to present employee grievances, appeals, or complaints or to discuss with appropriate officials of the Employer other matters related to personnel policies, practices, and working conditions affecting bargaining unit employees. Representation shall occur at the lowest level at which a matter can be resolved, and the initial attempt at resolution normally should occur between the union steward and the first level supervisor. The Union agrees that it will guard against the use of excessive time whenever such representational duties are being performed during regular duty hours. Reasonable time for presenting

a complaint, grievance, or appeal must necessarily depend on the facts and circumstances of each, e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. A reasonable amount of official time for representational purposes will be granted for use within the confines of the activity. A Union representative required to travel off-post for representational purposes in an appellate proceeding will be granted a reasonable amount of official time for this purpose.

Section 6. Union officers and stewards, when they desire to leave their worksite to perform representational duties, shall first obtain permission from their immediate supervisor, or in the absence of the immediate supervisor, his/her designee. Such permission will normally be granted unless compelling circumstances preclude leaving at the particular time. If permission is denied, the supervisor will inform the Union representative of the reason for the denial and of the earliest possible time when the Union representative can leave his/her worksite. If the Union representative must meet with supervisors, management officials, or employees in another shop or worksite, he/she will ensure that these individuals are available to meet before leaving his/her work area. Upon entering a shop or work area other than his/her own to meet

with an employee, the union representative shall contact the employee's supervisor. Union representatives will report to their immediate supervisors upon return to their assigned work areas.

Section 7. a. Any bargaining unit employee serving as a Union negotiator in collective bargaining sessions with the Employer shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the bargaining unit employee otherwise would be in a duty status. The number of bargaining unit employees for whom official time is authorized for negotiations shall not exceed the number of individuals designated as representing the Employer for such purposes.

b. The Employer further agrees that each bargaining unit employee designated in writing by the union to serve on the Union negotiating team shall be granted official duty time for preparation for negotiations in the following amounts:

(1) 16 hours of official duty time to prepare for negotiation of this Agreement;

(2) 8 hours of official duty time for the duration of this Agreement to prepare for mid-term bargaining required to amend or supplement

this Agreement;

(3) 2 hours of official duty time, for each instance of preparation for impact and implementation bargaining necessitated by the Employer's proposed changes to its local regulations concerning personnel policies, practices, and working conditions affecting bargaining unit employees.

Section 8. When the employer calls a meeting with Union representatives or arranges such a meeting at the request of the Union to discuss matters of mutual interest, the Union representatives will be granted official duty time for such meetings, provided they are otherwise in a duty status.

Section 9. All official time used by Union officers and stewards in performing authorized representational duties under this Article will be recorded on an official time form (Appendix A). Union representatives and supervisors will be responsible for promptly and accurately completing their respective portions of the form.

Section 10. In the interest of efficient conduct of Government business and the economical use of Government time and in order to draw a reasonable distinction between representational and non-representational duties, those activities concerned

with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union officers, conduct of elections for Union officers and distribution of literature will be conducted outside regular working hours (before 0730 or after 1630). Upon advance written request and subject to normal security restriction and patient care workload the Union shall be granted permission to conduct membership drives of up to fourteen days duration per year during the non-work time of the employees involved, provided there is no interference with the work of the Employer. Union officials are restricted from patient treatment areas and patient working areas. Such membership drives shall not exceed one per calendar year.

Section 11. There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with the Agreement and the Civil Service Reform Act.

ARTICLE V

Mutual Obligations

It is the intent and purpose of both parties, particularly in view of their responsibilities as public servants and taxpayers:

Section 1. to recognize that in carrying out their vital, primary mission of patient care, they have a sincere interest in establishing a basic understanding relative to personnel policies, practices, and procedures;

Section 2. to promote and improve the efficient administration and well being of employees;

Section 3. to be aware of the vital importance of elimination of waste, the conservation of materials, supplies and equipment;

Section 4. to improve the quality of patient care and service;

Section 5. to correct conditions making for grievances and misunderstanding;

Section 6. to encourage courtesy in the relations of employees with patients, the public, and fellow employees; and

Section 7. to better employment conditions and strengthen morale and public service.

ARTICLE VI

Negotiations

Section 1. MANNER: Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such a manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy which adversely affects unit employees and which is proposed during the life of the Agreement. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement for the life of the Agreement.

Section 2. The Union will have ten calendar days from the announcement by the Employer to the local president or in his/her absence the next ranking union official of a proposed personnel policy/practice initiative or change in an existing personnel policy/practice within which to submit a request to negotiate such initiative or change. The Union will be deemed to have assented to such initiative or change if it has failed to submit such request within the ten days.

Section 3. A request to negotiate under this Article will be in writing and state the nature of the request. The parties will meet to negotiate normally within ten calendar days after receipt of a request to

negotiate. Employees preparing for an negotiating during regular duty hours on behalf of the Union shall be on official duty time. Such bargaining is considered a part of the Union's duty to represent employees during the life of the Agreement.

Section 4. Should a dispute between the parties occur over the negotiability of a matter, either party may request a determination be made by the appropriate higher authority.

Section 5. It is understood that no provisions of this Agreement shall nullify or invalidate the rights of employees, the Union, or Management established by Title VII, other statutes, or regulations of appropriate authority; nor shall it relieve management of the responsibility to negotiate with the Union on the policies, practices, and procedures used in exercising its rights. In the event that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this Agreement, the provisions of this Agreement shall govern IAW 5 USC 7116 (a)(7).

ARTICLE VII

Meetings

Section 1. It is agreed that the Commander, or his designee(s), and the Union will meet at a time mutually acceptable to both parties to discuss the terms and application/interpretation of this Agreement. The matters to be discussed will be placed on a written agenda and will not include individual grievances.

ARTICLE VIII

Impasses

Section 1. When the parties to the Agreement cannot agree on a negotiable matter, either or both parties may seek the services of the Federal Mediation and Conciliation Service. The parties may mutually agree to seek other third party mediation. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Impasses Panel, which may direct other methods for resolution of the impasse.

Section 2. Should a dispute between the parties occur over the negotiability of a matter, either party may request a determination be made by the appropriate higher authority.

ARTICLE IX

Leave

Section 1. ANNUAL LEAVE: Annual leave shall be earned in accordance with applicable laws and regulations. Employees shall be allowed to take annual leave as necessary for personal emergencies and other matters with the approval of the supervisor. The parties recognize that unforeseen emergencies may arise which require the use of annual leave which has not been previously scheduled or approved. In such cases the employee, will request approval for emergency annual leave directly from his/her immediate supervisor not later than two (2) hours after the start of the employees tour of duty, if the employee has not reported to his/her worksite.

Section 2. SICK LEAVE: Every regular full time employee shall earn sick leave at the rate of four hours per pay period. Sick leave shall be used for doctor, dentist, optician and other medical appointments, for illness of the employee which renders that employee incapacitated for duty, and for contagious diseases in employee's family. A note from a physician must be provided to the supervisor for more than four consecutive days of sick leave use.

Section 3. LEAVE FOR MATERNITY OR PATERNITY: Sick leave, annual leave, and leave without pay may be granted during the pre and post-

natal period in accordance with applicable Federal rules and regulations.

Section 4. MILITARY LEAVE: Employees who are members of the National Guard or Reserves will be granted 15 calendar days military leave per fiscal year, and any additional days as per applicable regulations. This will be used for active duty or training. Management may, at its discretion, permit a flexible tour which would allow employees time off for weekend drills and summer camp without the necessity for using military leave. If an employee is called to duty as a member of the National Guard or Reserves and has used all military leave, the employee may be granted leave without pay upon request or annual leave if desired.

Section 5. ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE: When the employer determines that no other work is available, administrative leave shall be granted to those affected employees when the activity or parts thereof shut down due to emergency circumstances beyond the activity's control. When unforeseen circumstances or unsatisfactory work conditions exist as a result of climate conditions due to extreme heat or cold in a building, the commander or his designee may grant administrative leave as per applicable regulations.

Section 6. RELIGIOUS OBSERVANCES: The supervisor may grant requested annual leave or will

make every effort to adjust the work schedule for those employees requesting absences from duty to observe traditional, recognized religious observances.

Section 7. OTHER LEAVE PROGRAMS:

Employees have access to the benefits provided by other leave programs such as the Family Medical Leave Act, the Family Friendly Leave Act, sick leave for adoption, and leave for bone marrow or organ donation as per applicable regulations.

Section 8. CIVIC RESPONSIBILITIES: The Employer considers it the civic responsibility of its employees to respond to calls for jury duty and other court services. Absence for the purpose of attending court as a witness on behalf of the United States or for jury duty, is not chargeable to annual leave. When called to perform these civic duties, the employee will notify the Employer and submit a copy of the official summons for jury duty. Upon completion of such service the employee will present the Employer with written evidence of the time served.

Section 9. VOTING: Employees may be granted excused absence to permit them to report to work three (3) hours after polls open or leave work three (3) hours before polls close, whichever is less time off from work.

Section 10. BLOOD DONATION: Subject to

supervisory approval, all employees who volunteer as blood donors, without compensation, to the American Red Cross, or military hospitals, or other non-profit institutions, or respond to emergency call or needy individual will be excused from work without charge to leave. In addition to the time required to travel to and from the blood center and to give blood, donors will be authorized four hours of excused absence on the day the blood is donated for recuperation purposes.

ARTICLE X

Performance Appraisal

Section 1. The parties agree that the performance appraisal system shall be IAW applicable rules and regulations.

Section 2. The parties agree that employee participation in the establishment of performance responsibilities/objectives is desirable and will be encouraged. Employees and their supervisors shall meet at least annually to discuss the performance responsibilities/objectives for the coming year. The performance responsibilities/objectives shall be properly documented in writing IAW applicable rules and regulations and communicated to the employee by the supervisor. Changes may be made during the rating period and will be initiated by the employee and the supervisor. If there is no agreement on the performance responsibilities/objectives, the supervisor will decide on their substance and content and will so advise the employee.

Section 3. The minimum rating period for an annual performance appraisal is 120 days. When the rating supervisor has had less than 120 days to observe the employee's performance, the supervisor may request postponement up to 120 days. Special appraisals, when available, will be considered by rating supervisors when preparing an annual performance appraisal, and will be provided to the

reviewing official for consideration.

Section 4. Annual performance ratings are effective as of the date approved.

Section 5. a. The appraisal given to employees by their supervisors shall be objective and the responsibilities/objectives will be fairly and equitably applied.

(1) The supervisor will discuss the employee's job performance with the employee in private surroundings at least once around the midpoint of the rating period or more often as required by applicable regulations or policies.

(2) The annual performance appraisal will be in written form. All performance appraisals will be reviewed and approved by a senior rater.

c. Acceptable level of competence_determinations will be accomplished IAW applicable rules and regulations.

ARTICLE XI

Hours of Work, Basic Workweek, and Overtime

Section 1. Normally, the basic workweek shall consist of 40 hours spread over a minimum of five consecutive eight hour days, Monday through Friday. The basic workweek will be the period for which an employee is paid his/her straight time pay rate. The hours of work will be set by the supervisor as dictated by mission needs. When the Employer requires work in lieu of a scheduled non-paid lunch period, the employee will be compensated appropriately.

Section 2. Each employee is authorized one 15 minute rest break within each four hour period of the normal workday for that employee. Employees shall be allowed to take rest breaks away from the immediate worksite.

Section 3. Unit employees in areas which must be cleaned daily, will be allowed a reasonable amount of official time for such cleaning prior to the end of their work day/shift. Employees involved in patient care will have 10 minutes to change clothing at the start of the duty day, before and after meal break, and at the end of the duty day. Suitable facilities will be provided by the Employer for this purpose before, during, and after the duty day. Employees will remain in the appropriate uniform during duty hours.

Section 4. a. Overtime work shall be paid at the appropriate rates in accordance with the current pay regulations, statutes, and the Fair Labor Standards Act.

b. The Employer has the right to assign overtime. Assignments of overtime will be based on factors which are reasonable and equitable.

ARTICLE XII

Transfer of Employees

Section 1. An employee, for valid reasons, may request reassignment from one facility to another or retention at the same activity. The Employer agrees to seriously consider such requests.

Section 2. When it becomes necessary to transfer one or more bargaining unit employees of equal grade, skills and qualifications, the following guidelines apply:

a. The Activity will first ask for volunteers. The qualified bargaining unit employee(s) with the most seniority* will be given first choice.

b. If there are not enough or no volunteers, the qualified bargaining unit employee(s) with the least amount of seniority* will be transferred first.

The Activity will determine what qualifications are required for the position of reassignment, and whether an employee(s) meets the qualifications.

*Seniority is based on the length of service from date of hire at the U.S. Army Dental Activity, Fort Bliss, Texas.

ARTICLE XIII

Communication

Section 1. Any communication in regard to questions, misunderstanding, duty schedules, working conditions or personal problems will first be referred to the employee's immediate supervisor. If the employee is not satisfied with the solution offered, he may request to see the next supervisor in the chain of command.

Section 2. Any employee has the right to go to the Civilian Personnel Office to discuss any matter, as prescribed by regulations. However, employees are encouraged to present such appropriate matters at each level of Management through the chain of command of the affected organization, to give the supervisor involved an opportunity to resolve the matter. This article does not pertain to the use of procedures applicable under negotiated grievance procedure.

ARTICLE XIV

Safety and Health

Section 1. The Employer agrees that the Union shall have one primary and one alternate representative on the WBAMC Safety Committee. The Union representative will serve as a full participating member in the deliberations and activities of the WBAMC Safety Committee.

Section 2. Safety Inspections. The Employer agrees that a Union representative shall have the right to participate on official duty time in safety inspections conducted by the WBAMC Safety Officer. The Union will be provided a copy of these safety inspection reports, consistent with Privacy Act requirements.

Section 3. Under the provisions of the Occupational Safety and Health Administration Bloodborne Pathogens Standard, all employees involved in direct patient care will be provided appropriate clinic attire, equipment and safety devices by the employer for wear/use while involved in patient treatment. This may be scrubs, smocks, or gowns, depending on the nature of the work and protection required. The wearing of personal clothing/uniforms in patient treatment areas is not allowed unless covered by an appropriate covergown. Non-clinical employees who come in frequent contact with authorized beneficiaries are encouraged to wear clothing

(which doesn't adversely affect the accomplishment of the patient care mission) which encourages public confidence in the professionalism and quality of care provided by the organization.

Section 4. ON THE JOB INJURY: Employees injured on the job will be initially referred to the local medical treatment facility (MTF) for evaluation.

ARTICLE XV

Voluntary Allotment of Union Dues

The Employer shall continue to deduct Union dues from the pay of Employees in the Unit, subject to the following provisions:

Section 1. The Union agrees to procure SF-1187's, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

Section 2. The President or other authorized officer of the local will certify on each SF-1187 that the employee is a member in good standing in the Local, insert the amount to be withheld, and submit completed SF-1 187's to the payroll servicing officer of the agency.

Section 3. The President or other authorized officer of the local shall notify the payroll servicing officer of the agency when the local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice.

Section 4. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1 187's by the payroll servicing officer.

Section 5. The Local will promptly notify the payroll servicing officer, in writing, when a member of the Local on dues withholding is expelled or suspended.

Section 6. The Employer agrees to have the payroll servicing officer prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the National Federation of Federal Employees, 1016 16th Street, N.W., Washington, D.C. 20036, ATTN: Director of Finance. The check will be for the total amount of dues withheld for that pay period.

Section 7. The President of the Local will immediately notify the appropriate payroll servicing officer in writing of any changes in the name/address of the financial officer of the Local.

Section 8. The Agency will submit with the remittance check in duplicate, an alphabetical listing of the members, amounts withheld, and anniversary date of dues authorization for each member. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., moved out of the unit, separation, LWOP, insufficient income during pay period).

Section 9. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Organization

Dues", and submitting it directly to the payroll servicing center. Revocation will become effective as of the first full pay period following the employee's anniversary date, if the employee has been on dues withholding less than one year. For employees on dues withholding more than one year, the revocation must be received in F&AO before 1 October and will be effective with the pay period after 1 October. The payroll servicing officer shall provide the Local appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

Section 10. Management agrees to provide this service without charge to the Local or members and to continue this service regardless of contract status as long as the Local holds exclusive recognition.

ARTICLE XVI

Grievance Procedure

Section 1. The purpose of this Article is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the union, the Employer and the employees in the unit for resolving grievances.

Section 2. A grievance may be undertaken by the Union, Employer, employee, or group of employees. When filing a grievance under the negotiated grievance procedure, bargaining unit employees may be represented only by themselves or by the exclusive representative.

Section 3. A grievance is defined as a complaint:

- a. by any bargaining unit employee concerning any matter relating to the employment of that employee; or
- b. by the labor organization or by the Employer concerning any matter relating to the employment of bargaining unit employee(s); or
- c. by any employee, labor organization or the Employer concerning (1) the effect or interpretation or a claim of a breach of this collective bargaining agreement, or (2) any claimed violation, misinterpretation of any law, rule, or

regulation affecting conditions of employment.

Section 4. Excluded from coverage under this grievance procedure are matters concerning:

- a. any claimed violation related to prohibited political activities;
- b. retirement, life or health insurance;
- c. suspension or removal for national security reasons under 7532 of the CSRA;
- d. any examination, certification or appointment;
- e. the classification of any position which does not result in the reduction-in-grade or pay of an employee;
- f. termination of an employee during the probationary period;
- g. non-selection for promotion from a group of properly ranked and certified candidates;
- h. any proposed actions under 5 USC 752 or 432 (final action taken under 5 USC 752 or 432 may be grieved).

Section 5. An employee and his/her union representative will be given a reasonable amount of

official time if otherwise in a duty status for the purposed of filing the grievance at each of the steps of the procedure including arbitration.

Section 6. In the event either party should declare a complaint non-grievable or non-arbitrable, the original complaint will be considered amended to include the determination of this issue. The grievability/arbitrability issue will be decided as a threshold issue when the grievance reaches arbitration prior to the merits of the case being heard by the arbitrator.

Section 7. Unless mutual agreement is reached for extending time limits, failure to meet the specified time limits will result in the following:

a. In responding to a grievance, or the union fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure.

b. In prosecuting a grievance, if a grievant fails to meet the time limits at any step of the procedure, the grievance will be dismissed without further consideration.

Section 8. Employees may grieve actions effected under 5 USC 752 (adverse actions) or 5 USC 432 (actions based on performance) by filing a grievance under this procedure or they may file an appeal to the Merit Systems Protection Board, but

not both. The filing of an appeal to MSPB or a grievance procedure prevents the employee from using the alternate procedure.

Section 9. An employee, or a group of employees, wishing to initiate a grievance may proceed as follows:

Step 1: The grievance may be filed by the grievant or his/her union representative within 20 calendar days of the occurrence of the event or action prompting the grievance or the date that the grievant became aware of the action. The supervisor shall afford the Union an opportunity to be present at the grievance proceeding if the grievant is not represented by the Union. The grievance will first be taken up orally by the aggrieved party and his/her representative with the appropriate lowest level supervisor who has authority to make a decision in an attempt to settle the matter. If the grievance involves this supervisor, the grievance shall, at the employee's option, be initiated at either Step 1 or 2. The appropriate supervisor will orally reply to the grievant within five working days after presentation if the remedial action is granted or if not granted. If not granted, the appropriate supervisor will prepare an MFR within the same time frame.

Step 2: If the matter is not settled, the grievant will, within five workdays, submit the grievance in writing to the second-line supervisor

stating the nature of the grievance and the corrective action sought. The Step 2 official will schedule a second step meeting to be held within five workdays. The Step 2 official will issue a written decision within five workdays after the meeting.

Step 3: If the grievance is not settled at Step 2, the aggrieved party may, within 10 workdays after the receipt of the decision, forward the grievance to the Commander. He or his designated representative will review the grievance and take whatever action is deemed necessary to resolve it. A written decision will be provided to the grievant within 20 workdays after receipt of the grievance.

Step 4: If the grievance is not satisfactorily settled at Step 3, only the Employer or the Union may invoke arbitration in accordance with Article XVII.

Section 10. Should any grievance arise between the Union and Employer concerning the interpretation or application of this agreement, representatives of the parties shall make an earnest effort to resolve the matter through consultation and discussion. If such efforts fail to produce a mutually satisfactory understanding, the grievance may be reduced to writing and submitted to the Commander, DENTAC, if initiated by the Union, or to the President of Local 39, if initiated by the Employer. The Commander or designee will meet within ten working days of date of receipt of the

written grievance to discuss the matter. A Step 3 decision after the meeting will be furnished within 20 working days. If the grievance is not settled by this method, either party may invoke arbitration procedures as outlined in Article XVII.

Section 11. Grievances over written reprimands, suspensions, removals, or other effected performance based actions will be initiated at Step 3 of the negotiated grievance procedure.

ARTICLE XVII

Arbitration

Section 1. Arbitration may be invoked only by the Employer or the union to resolve any grievance within the scope of the negotiated grievance procedure in Article XVI. Questions as to whether or not a grievance procedure or statutory appeal procedure apply will be submitted to an arbitrator or other appropriate authority for decision.

Section 2. The parties agree that prior to considering arbitration that every effort shall be made to resolve the arbitrable grievances and will direct their resources toward achieving that goal. If such efforts fail, the grievance may, upon written request of the party desiring arbitration, be referred to an arbitrator. Such written requests must be submitted within 15 calendar days after the final decision on the grievance.

Section 3. Within five workdays after receipt of the written request for arbitration, the parties will request from the Federal Mediation and Conciliation Service, a list of five impartial persons qualified to serve as arbitrators. Within 10 days after receipt of the list of arbitrators, the parties shall meet to select an arbitrator. If the parties cannot mutually select an arbitrator from the list, then the parties will alternately strike a name from the list until one remains. The remaining person will be the duly selected arbitrator. A coin toss will determine

which party strikes first.

Section 4. Following selection of the arbitrator and indications of his/her availability, the parties may prepare a joint letter submitting the issue or issues to be decided by the arbitrator. The letter shall present, in question form, the matter upon which the arbitration is sought and shall include the agreement provisions governing the arbitration. In the event the parties cannot agree on the issues to be submitted to the arbitrator, representatives of the Employer and the Union will meet in an attempt to resolve their differences with respect to a statement of the issues. If agreement still cannot be reached, each party will submit in writing a statement of what it believes to be the arbitrable issue to the other party and to the arbitrator.

Section 5. The arbitrator's fee and his/her necessary travel expenses will be borne equally by the parties. The arbitration hearing will be held on the Employer's premises during the regular workweek. All necessary participants in the hearing or prehearing meetings called by the arbitrator, if Federal Government employees, will be in pay status without charge to leave, except that no overtime will be paid. The party requesting a transcript will be responsible for paying the cost of a transcript.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in

any event no later than 30 calendar days after the conclusion of the hearing and submission of briefs, if any. The parties may mutually agree to extend the time limit.

ARTICLE XVIII

Use of Official Facilities and Services

Section 1. a. The Employer agrees to provide the Union office space at Dental Clinic #3 (Room G12) at no charge. The use of this space for the Union will continue as long as exigent circumstances do not dictate otherwise. The Employer will provide the Union an NCOS-17 telephone line; the Union agrees to pay for long distance charges. The Employer also agrees to provide standard office equipment, if available and otherwise authorized, such as an office desk, table, chairs, filing cabinet and a personal computer with printer.

b. The Employer agrees to Union use of conference room space as authorized by each clinic. The Union will be allowed the use of facilities, audio visual equipment, FAX machines, copy machines, and the internal mail system. The Union in turn agrees that it will keep the use of FAX and copy machines to a minimum use within reason.

c. The Union will be allowed space on the official bulletin board located at each clinic and the headquarters.

d. Copies of this Agreement will be furnished to all unit employees and management personnel. Ten copies of the Agreement will be furnished to the Union for its use. The cost of printing the Agreement shall be borne by the

Employer.

e. Employer agrees to furnish to the Union, semi-annually upon request, an alphabetical list of all employees in the unit, showing name, position, title, series, grade, and duty location.

Section 2. The Employer agrees that when the Union represents an employee and there is reason for the Union and the employee to engage in private discussion, an attempt will be made to make available an area for such discussion.

ARTICLE XIX

Training

Section 1. DETERMINATION: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning of the work force.

Section 2. TRAINING PROGRAMS: The Employer is responsible for establishing training programs to improve employee efficiency, to contribute to merit promotion from within the unit whenever practicable, and to assist employees affected by a reduction-in-force, reorganization or transfer of function to obtain placement in another agency. In developing such programs, the Employer agrees to consider the views of the Union.

Section 3. SCHEDULING: It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences and meetings be scheduled, during work hours to allow employees designated by the Employer the opportunity to gain information, education and training. All training opportunities will be offered employees on an equitable basis IAW mission requirements and current staffing levels.

Section 4. RECORDS: The Employer agrees to

record training accomplishments in the employee's official personnel folder. This does not relieve the employee of the individual responsibility to keep his/her personnel folder current and complete to fully reflect total employment experience, training, and education. The Union agrees to encourage employees to review their personnel folders to assure that training is accurately recorded.

Section 5. Mission permitting, the Employer agrees to grant up to 32 hours of administrative leave for 2 union officials per year for the purpose of attending union-sponsored training sessions, provided the training is concerning representational responsibilities and is of mutual benefit to the Union and the Employer, and provided that the Union pays the entire costs of the training.

Section 6. The Employer agrees to send Union officers to the basic supervisors course, commonly referred to as STS000, on a space available basis. Union officers are the President, Vice-President, and Chief Steward.

ARTICLE XX

Reduction-In-Force

Section 1. Through careful planning and use of other administrative techniques, the Employer will attempt to minimize the adverse impact of a RIF on bargaining unit employees. This agreement and Office of Personnel Management and Department of the Army regulations covering reduction-in-force procedures for employees in the competitive service will be utilized by management in carrying out its responsibilities through the RIF process.

Section 2. The Employer agrees to inform the Union of an impending reduction-in-force affecting bargaining unit employees as far in advance of the RIF notices as practicable. Impact bargaining may commence upon request of the Union in accordance with Article VI, Negotiations.

Section 3. Upon written application, bargaining unit employees are entitled to repromotion consideration for positions for which they qualify in accordance with the provisions of the installation merit promotion plan and governing laws and regulations.

ARTICLE XXI

Duration of Agreement

Section 1. After this agreement has been signed by the parties, it shall remain in effect for a period of three years from the date of approval by the Department of Defense. It shall be automatically renewed for two year periods thereafter unless either party shall notify the other party in writing not more than 105 calendar days nor less than 60 calendar days prior to such date or any subsequent anniversary date of its desire to renegotiate the agreement. Any amendments or supplements that may be subsequently negotiated shall remain effective concurrent with the basic agreement.

Section 2. Amendments and supplements to this agreement may be negotiated by mutual consent of the parties after a six month period of time from date of approval of the basic agreement, or may be negotiated at any time when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 3. After a change in applicable laws or the regulations of appropriate authorities which affects the provisions of this agreement, the party requesting negotiation will notify the other party in writing of the necessity to amend or supplement the agreement, citing the pertinent law or regulation and the sections or article(s) of this agreement affected. When such notice is given, representatives of the

Employer and the Union will meet in accordance with Article VI, Negotiations, to negotiate the requested amendment(s) or supplement(s).

ARTICLE XXII

Orientation of New Bargaining Unit Employees

Section 1. Each new bargaining unit employee shall receive a copy of this agreement from the Employer. On a quarterly basis, the Employer will provide the names of new origin bargaining unit DENTAC employees. A representative from the union shall be afforded 10 minutes to speak to these employees provided patient care is not jeopardized.

ARTICLE XXIII

Equal Employment Opportunity

Section 1. Policy: Management shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, creed, religion, sex, national origin, age, physical/mental handicap. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

Section 2. Mutual Concern: The Union and the Employer agree to discuss and negotiate with each other regarding complaints of discrimination, and to attempt to resolve these complaints at the lowest level possible.

Section 3. EEO Counselors: EEO Counselors shall be appointed by the Employer from a list of nominees to include nominees submitted by the Union. Candidates must meet the criteria established by the EEO program. Their purpose shall be to discuss problems of discrimination with employees, to act as liaison between employees and management, to advise both sides in a dispute, and to find informal solutions whenever possible.

Section 4. Training: Nomination and selection of employees by management to participate in training,

career development programs and courses in labor-management relations seminars shall be made without discrimination and in consonance with Section 1 above.

Section 5. Promotion: Promotion nominations and selections shall be made in accordance with Section 1 above.

Section 6. Recognition: Employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices may be recognized for their actions, during special emphasis events or functions.

Section 7. Disciplinary Actions: Anyone engaging in discriminatory practices against employees of this activity may be subject to prompt disciplinary action.

Section 8. Union Representation: An employee has the right to representation of his/her choice at any time during the informal and formal stages of their EEO complaint of discrimination. If the employee chooses to use the negotiated grievance procedure, he/she may be represented by the Union.

ARTICLE XXIV

Promotions and Details

Section 1. General: All personnel actions involving career progression will be consonant with the spirit and intent of the merit system, and the Civil Service Reform Act, and the Fort Bliss Merit Promotion Plan.

Section 2. Vacancies: Vacancies shall be appropriately publicized to ensure that employees have an equal opportunity to participate in the merit promotion program. For bargaining unit vacancies, the area of consideration will initially be limited to U.S. Army Dental Activity and WBAMC unless there are fewer than two (2) qualified applicants for a position, in which case the Employer may consider other qualified candidates concurrently.

a. When a permanent position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, and organizational location.

b. Neither details nor the position classification process will be used to circumvent competitive in-service placement promotion.

c. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such positions.

Section 3. Repromotions: An employee who is demoted through no personal fault shall be entitled to special consideration for repromotion IAW applicable rules and regulations.

Section 4. Details:

a. Manner: In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bonafide need and will be consonant with the spirit and intent of this Article, applicable regulations and the merit system. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel.

b. Official Credit: Details of longer than 120 days shall be recorded in the employee's official personnel folder, and copies of the record forwarded to the employee. Details of less than 120 days shall be recorded in the employee's SF-7B Card.

c. Intent: Selection for detail shall be based solely on a bonafide need of management and the ability of the individuals.

Section 5. A non-competitive temporary promotion may be made for a maximum period of 120 days. Temporary promotions will be made when an employee is eligible and qualified, when

the detail is made to an established position in the bargaining unit, and there are no restrictions imposed by higher headquarters. Such temporary promotions will be effective no later than 30 consecutive calendar days after being assigned the higher graded duties.

APPENDIX A

Official Time Report

Instructions:

Section 1. Union representatives will complete this form each time he/she uses official time for representational activities.

Section 2. Upon completion of form, the Union representative will provide this form to the immediate supervisor.

Section 3. Questions should be referred to the Directorate of Civilian Personnel, Labor Relations Specialist, 568-4821/5512.

Section 4. Supervisors will provide this form to the Labor Relations Specialist at the end of each quarter throughout the year (1 Oct, 1 Jan, 1 Apr, 1 Jul).

1.a. NAME OF
OFFICIAL

1.b. ORGANIZATION
EMPLOYED

2.a. SUPERVISOR
CONTACTED

2.b. ORGANIZATION

3. TIME SPENT:

DATE:

BEGINNING:

ENDING:

4. NAME OF UNION ACTIVITY (CHECK ONE):

I. Contract Negotiations

A. ___ Basic, Re-negotiations,
Re-Opener

B. ___ Midterm (Include Impact &
Implementation)

II. On-Going Labor-Management
Relationship

A. ___ Represent Union on Committee

B. ___ Unfair Labor Practice

C. ___ Representative-Disciplinary
Action

D. ___ Attend Formal/Weingarten

Discussion

E. _____ Other Representational Duties
(Explain)

III. Grievances and Appeals

A. ___ Negotiated Grievance Procedure

B. ___ Arbitration

C. ___ All other grievance/appeals

(includes MSPB/EEO/DA)

IV. Travel and Per Diem

A. Labor-Management Relations

_____ Travel

_____ Per Diem

B. All Other (See III B)

_____ Travel

_____ Per Diem

5. SIGNATURE OF SUPERVISOR

6. SIGNATURE OF UNION REPRESENTATIVE