

AGREEMENT
BETWEEN

U.S. ARMY DENTAL ACTIVITY
FORT LEWIS, WASHINGTON

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS
DISTRICT 160
LOCAL LODGE 282
AFL-CIO

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PREAMBLE

This agreement is made between U.S. Army Dental Activity, Fort Lewis, Washington, hereafter referred to as "Management" and the International Association of Machinist & Aerospace Workers, District 160, Local Lodge 282, AFL-CIO, hereafter referred to as "Union."

The participants agree as follows:

It is the intent and purpose of the participants to promote and improve the efficient administration of the Federal service, to promote the well-being of employees within the framework of Public Law 95-454, to establish a basic understanding relative to personnel policies, practices and procedures, and other matters affecting conditions of employment, and to provide a means for amicable discussion and adjustment of matters of mutual interests. Our commitment to quality care does not focus only on the patient but includes all members of the dental team. If our Dental Activity is committed to excellence, then members of our team must demonstrate the same courtesy and respect, politeness and consideration to each other, as well as to our patients. We are all professionals. We must treat our patients and one another with a "Golden Rule" attitude that makes our employees and our patients feel good about entering the doors of our dental clinics.

ARTICLE 1 RECOGNITION AND COVERAGE

SECTION 1. This agreement is subject to the limitation on the discretionary powers of management officials over the area negotiated and it is applicable to the unit for which the Union has been granted exclusive recognition.

SECTION 2. Management recognizes that the Union is the exclusive representative of all nonsupervisory employees of the U. S. Army Dental Activity, Fort Lewis, less managers, supervisors, professional and confidential employees and employees engaged in personnel work in other than a purely clerical capacity.

SECTION 3. Other units which are granted exclusive recognition may be covered by this agreement when mutually agreed upon by Management and the Union and placed in written form.

SECTION 4. It is the responsibility of Management and Union Representatives to keep themselves apprised of the provisions of this agreement.

SECTION 5. The term "the Statute" where used hereinafter shall refer to Public Law 95-454.

ARTICLE 2 RIGHTS OF MANAGEMENT

Nothing in the agreement shall affect the authority of any management official to: determine the mission, budget, organization, number of employees, and internal security practices; and to hire, assign, direct, layoff, and retain employees within the unit covered by this agreement, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations will be conducted; make selections for

appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and to take whatever actions may be necessary to carry out the mission during emergencies.

ARTICLE 3 RIGHTS OF EMPLOYEES

SECTION 1. Management and the Union agree that employees in the unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the union and any other labor organization or to refrain from any such activity. Except as expressly provided hereinafter and in the Statute, the freedom of such employees to assist any union organization shall be recognized as extending to participation in the management of the Union and the labor organization and acting for the organization in the capacity of a union or organization representative, including presentation of its views to officials of the Executive Branch, Congress, or other appropriate authority. Management shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage membership in any labor organization.

SECTION 2. It shall be the intent of Management that any employee covered by the provisions of this agreement and during the period when in a pay status, shall not forfeit any benefits of this agreement while on detail or assignment to another activity provided, however, such employees will be expected to accept the physical conditions and to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity even though such conditions, rules and regulations may be contrary to this agreement.

SECTION 3. Each employee shall have the right to bring matters of personal concern to the attention of the appropriate official of Management utilizing the established chain of command. The Union recommends that the employee initiate such matters with the appropriate supervisor, but if unable to resolve the matter, the employee should contact the area steward.

SECTION 4. Employees of the unit may have a Union Representative present at discussions between themselves and supervisors or other representatives of Management in matters of grievances and appeals, formal disciplinary action and arbitration. Additionally, the Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The above described rights only apply where an employee is being questioned or-examined in connection with an investigation and does not apply to everyday work related communications between supervisors and employees, nor to discussions concerning job performance. Management will inform employees annually of this right.

SECTION 5. As noted in the Statute, it is agreed that the rights described in Section 1 of Article 3 do not extend to participation in the management of a labor organization or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or an apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 6. Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 4 RIGHTS OF THE UNION

The Union has the right and responsibility to:

a. Represent the interests of all employees identified in Article 1, Section 2 of this contract (covered employees).

b. Present its views to Management on matters of concerns, either orally or in writing. Views and concerns should be presented at the lowest level possible;

c. Consult or be consulted with during the development of, and prior to the implementation of, civilian personnel matters and practices, which affect unit employees and are within the authority or discretion of Management. For the purposes of this agreement, consultation is defined as oral or written dialogue between Management and the Union concerning policies, procedures or programs relating to the working conditions of unit employees, which are within the discretion of Management. Management agrees to give objective consideration of the Union's views prior to formal decision making. It is agreed that consultation is not, however, a joint decision making process and need not necessarily result in agreement between Management and the Union.

d. Enter collective negotiations with the object of reaching an agreement applicable to all unit employees.

ARTICLE 5 PROVISIONS OF LAW AND REGULATIONS

SECTION 1. This agreement is subject to the following requirements. In the administration of all matters covered by this agreement, officials and employees are governed by existing laws and the regulations of appropriate authorities. Such provisions shall apply to all supplemental, implementing, subsidiary, or informal agreements between Management and the Union.

SECTION 2. Management agrees to provide the union officials with a copy of any directive which affects any of the terms and conditions of this agreement and which alters Management's discretionary authority with regard to any item dealt with in this agreement.

SECTION 3. In the event either party contemplates filing an unfair labor practice charge with the Federal Labor Relations Authority, the other party will first be advised of the factors and circumstances surrounding the issue. The parties will meet and attempt to resolve the issue.

ARTICLE 6 APPROPRIATE MATTERS

SECTION 1. It is agreed and understood that matters appropriate for negotiation in this agreement, or for consultation between the parties are policies, programs and procedures related to working conditions, which are within the discretion of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, reduction-in-force practices, and hours of work.

SECTION 2. Management agrees that whenever possible the Union will be notified before changes are made to existing benefits, practices, and understandings which have been authorized by Management, but which are not specifically covered by this agreement.

ARTICLE 7 UNION REPRESENTATION

SECTION 1. The Union will designate a conference committee (or committees) which will meet with Management officials, or designated representatives, on a monthly basis. The Union will keep Management advised in writing of the names of the conference committee members.

SECTION 2. Management agrees to recognize one shop steward per clinic designated by the Union as the representative of clinic employees on appropriate matters. One additional steward may be appointed in those clinics that exceed 20 unit employees or multiples thereof.

SECTION 3. The Union Representative and officers shall represent the Union and the employees in meetings with Management to discuss appropriate matters of mutual interest. They may receive and investigate, but shall not solicit complaints or grievances of employees on government time. Solicitation of membership and activities concerning the internal management of the Union will not be conducted during working hours. Union Representatives, when leaving their work areas, shall first obtain permission from their immediate supervisor. The steward will state the general nature of business as listed on Fort Lewis Form (HFL) 1121. Permission shall also be obtained from the immediate supervisor of any employee being contacted. The supervisor's permission in these instances is contingent on existing circumstances. Employees will report their return to work to their supervisors. Time will also be granted to employees for employee grievances and appropriate matters in accordance with the provisions above.

SECTION 4. Time during working hours, without charge to leave, will be granted Union Representatives for attendance at meetings with Management.

SECTION 5. If permanent reassignments of Stewards are necessary, Management will give prior written notification to the Union stating the reasons for the transfer.

SECTION 6. When Management finds the subject matter is of mutual benefit to DENTAC and the employee in his or her capacity as a Union Representative, excused absence will be granted to an employee Union Representative to receive information, briefing and orientation on matters within the scope of the Statute, including statutory or regulatory provisions relating to pay, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals and agency policy, consistent with pertinent rules and regulations. Absences for the above purposes are subject to Management disapproval when workload considerations do not permit employees to be excused.

SECTION 7. Passes will be available, subject to security requirements and local policy, for the use of authorized local Union and international Union Representatives to visit the activity to carry out the functions, which come within the scope of their responsibility.

SECTION 8. The Union may utilize 25% of a mutually agreed upon existing bulletin board in each clinic. The Union may post material consistent with good labor- management relations.

SECTION 9. Management agrees to provide space for a filing cabinet for the Chief Steward. Additionally, with reasonable prior notification, Management agrees to provide, when available, access to a telephone and a desk for purposes of Union representational duties.

ARTICLE 8 HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. The tour of duty shall be 80 hours per pay period.

a. Employees who work at the U.S. Army Dental Activity, Ft. Lewis, WA, Central Dental Inprocessing, will work a 5/8 work schedule, Monday through Friday each week. All other employees will work a 5/4/9 schedule and will be assigned a nine (9) hour tour of duty for eight days, and an eight (8) hour day during each pay period. The tour of duty for the nine hour day will be 0700-1630 hours with a 30-minute lunch period to be taken and completed between 1100-1230. The employee's regular day off (RDO) will be every other Friday:

b. Management may alter the basic work hours of employees by notifying the employees and the Union, at least 14 days in advance if possible, of the proposed change and the reason(s) therefore. If all parties agree, the change will be implemented as proposed. If the Union wishes to negotiate the proposed change, the Union must request such negotiations in writing prior to the proposed effective date and provide an alternate solution and the reasons therefore. The change will not be implemented prior to the conclusion of negotiations unless all parties agree to implement the change while negotiations are being conducted.

c. When a Federal holiday falls on an employee's RDO, the employee will be given a "day in lieu of" the holiday in accordance with applicable regulations.

SECTION 2. Tours of duty will not be changed with less than fourteen (14) calendar days notice except when Management determines the organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Non-work days of employees will be consecutive when Management determines that the workload permits scheduling in this manner.

SECTION 3. Where it is necessary to close the installation or an activity therein and excused leave is granted because of inclement weather, breakdown of equipment, or other emergency "Act of God" situations, employees (except as otherwise provided by applicable regulations) who report for work shall be given excused absence for the period of the emergency situation. The total amount of excused absence authorized is limited and/or restricted by governing laws and regulations imposed by higher headquarters.

SECTION 4. Management will permit reasonable cleanup time at the end of each shift for the purpose of returning equipment, cleaning up the work areas and equipment, as necessary. The Union agrees to cooperate with Management in maintaining reasonable starting and quitting times to ensure full shift work for full shift pay.

ARTICLE 9 OVERTIME

SECTION 1. A covered employee shall receive at least two (2) hours pay at the applicable overtime rate, if called back to work either on a regular workday after he/she has completed his daily tour and has left his/her place of employment (installation), or on one of his/her scheduled non workdays, even if his/her services cannot be utilized for two (2) hours. Management will notify, when possible, all employees who are to work overtime one day prior to the overtime period. If an emergency exists, each employee is expected to make every effort to work a reasonable amount of overtime. An employee may be excused from overtime for valid reasons, or is another qualified employee is available and willing to perform the overtime work required. Time worked in excess of the scheduled tour of duty will be paid or compensatory time granted in accordance with existing regulations.

SECTION 2. Overtime assignments will be distributed fairly among qualified employees in accordance with their particular skills.

SECTION 3. Night rates and premium pay shall be added to an employee's basic scheduled rate of pay in accordance with applicable pay practices and regulations.

SECTION 4. In the event of a situation requiring the extension of a regular work shift into more than a two-hour overtime work period, arrangements will be made for the employees to obtain food.

**ARTICLE 10
HOLIDAYWORK**

Employees shall normally be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays, within the normal Monday through Friday workweek.

**ARTICLE 11
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

SECTION 1. Upon expiration of all accumulated sick leave and annual leave credits, leave without pay may be granted for maternity reasons when return to duty is contemplated and the employee so requests. However, such grant is limited to the period of maternity leave as documented by a physician's statement. Further, an employee may request up to 12 weeks unpaid leave in accordance with the Family and Medical Leave Act (FMLA).

SECTION 2. Advance sick leave will be granted for maternity purposes in accordance with Article 12, Section 5.

**ARTICLE 12
SICK LEAVE**

SECTION 1. Sick leave shall be granted to employees when Management has satisfied themselves that the employee requesting leave is receiving medical, dental, or optical examination or treatment; is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth; is providing care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; is caring for a family member with a serious health condition; is making arrangements necessitated by the death of a family member or attends the funeral of a family member; would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or who must be absent from duty for purposes relating to his or her adoption of a child including appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed to the extent provided for in 5 CFR 630.401

SECTION 2. An employee who is absent due to sickness shall notify the chief of the clinic or his designated representative within one hour after the start of his/her shift, or as soon thereafter as possible. Except in emergency situations, approval for medical, dental or optical examination or treatment shall be obtained from the supervisor prior to the beginning of the leave giving at least one week prior notice wherever possible.

SECTION 3. Management may request medical documentation prior to approving a request for sick leave when management has determined it is necessary to establish that the purposes of the leave are in accordance with a reason set forth in 5 CFR 630.401{a). If Management has given official notice to an employee that he or she must provide the medical documentation described above, the employee must furnish a doctor's certificate or other administratively acceptable evidence that establishes an acceptable reason for any portion of the absence the employee seeks to have covered by sick leave. The Union

recognizes the privilege as opposed to right of sick leave and the obligation of the employee, as well as the advantage to him/her, to utilize it only when incapacitated from the performance of duty by sickness, injury or other valid reason. The Union, therefore, agrees to support Management in its efforts to eliminate unwarranted or improper use of sick leave.

SECTION 4.

a. Normally, where there is evidence an employee is abusing sick leave, the employee will be orally advised by Management that the sick leave regulations are being abused. If the employee does not demonstrate improvement, the employee will be advised in writing that he/she will be required to submit a medical certificate signed by a physician for each subsequent absence. Medical certificates will not be required for holidays or days outside the employee's workweek.

b. It is further agreed that Management will review annually the sick leave record of each employee required to furnish medical certificates. The employee will be notified in writing that a medical certificate will or will not continue to be required for each absence requested to be charged to sick leave.

SECTION 5.

a. Management agrees to consider advancing sick leave not to exceed 30 days at any one time to career or career-conditional employees who are incapacitated for duty because of serious illness or disability provided:

(1) All sick leave of the employee must be used and that his/her sick leave record does not indicate a misuse or abuse of sick leave.

(2) All annual leave that is subject to forfeiture by the end of the leave year must be used.

(3) The employee can be expected to return to duty and be able to liquidate the obligation created.

(4) The employee will submit: (a) a request in writing; (b) a physician's statement of the nature of the disability, the probable duration and that the employee will be able to return to full job performance following recovery from the disability.

b. When an employee who is indebted for unearned sick leave is separated, he/she will be required to refund the amount paid for the unearned period except in the case of death, disability retirement or separation disability.

SECTION 6. If an employee or an immediate family member is affected by a medical emergency, which could cause the employee to be in a leave without pay status for at least 24 hours, the employee may request to participate in the Leave Transfer Program

(LTP). An application, with supporting medical documentation, must be submitted to the Civilian Personnel Advisory Center for approval, in accordance with local regulations (currently Chapter 10, Fort Lewis Regulation 690-23).

SECTION 7. Management recognizes alcoholism and drug addiction as treatable illnesses. Sick leave may be granted and/or advanced to an employee for the purpose of receiving treatment approved by Management for alcoholism and drug addiction in accordance with the provisions of this Article. Management will publicize opportunities

available to employees for rehabilitation and the Union agrees to assist Management in making employees aware of these opportunities and encouraging their use when appropriate.

SECTION 8. Employees injured on the job will be granted compensation in accordance with FECA, PL 93-416.

ARTICLE 13 ANNUAL LEAVE

SECTION 1. Annual leave is afforded by law. Employees shall accrue annual leave in accordance with regulations. Approval of an employee's request for annual leave will be granted subject to the needs of Management, when his/her request is submitted with reasonable advance notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

SECTION 2. Every attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for vacation. When Management finds it necessary to cancel previously approved leave, the reasons for such actions will be explained to the affected employee(s). An employee will not be placed on forced annual leave as a disciplinary measure nor as part of an adverse action except as provided for by regulation. Management reserves the right, in accordance with existing regulations, to place an employee on annual leave whenever it is deemed expeditious to do so for administrative reasons.

SECTION 3. If Management schedules or effects shutdown of activities for vacation purposes or holiday purposes, an effort will be made by Management to provide work for employees who do not have annual leave credits or who do not wish to take annual leave.

SECTION 4. When no work is available, as during the holiday season, Management will attempt to find suitable employment within the activities under its jurisdiction. Employees refusing such assignment will be placed on annual leave or leave without pay as applicable.

ARTICLE 14 LEAVE OF ABSENCE

SECTION 1. While exercising the discretionary authority stipulated in Article 2, Management may grant a reasonable number of employees leave, or if insufficient accrued annual leave, leave without pay, to accept temporary positions with the Union and /or to attend regional or national level conventions, meetings or training associated with the union to the extent that it does not hinder the mission.

SECTION 2. Management agrees to consider granting, upon request from the Union, leave without pay for employees to act as full-time representatives for the Union to the extent it does not seriously handicap the mission.

SECTION 3. Management recognizes the obligation to provide employment at the end of the leave without pay period within the rating the employee held upon request for leave and in the current pay status of such rating at the time the employee returns to work. Management also recognizes the bumping and retreating rights of an employee on approved leave of absence in situations where the employee's status has been affected by reduction-in-force action during

the period of leave of absence.

SECTION 4. Employees in approved leave of absence status shall accrue all rights and privileges regarding retirement status and coverage under the group life insurance and federal employee health benefits program in accordance with current law and regulations.

ARTICLE 15 MERIT PROMOTION

Disputes concerning the West Region Merit Promotion and Placement Plan, merit promotion procedure will be processed under the grievance procedure, Article 26 and/or the informal process described in the procedure.

ARTICLE 16 DISCIPLINARY ACTIONS

SECTION 1.

a. Disciplinary actions are letters of reprimand and suspensions of 14 days or less. Adverse actions are suspensions of more than 14 days, removals, reduction in grade or pay, and furlough of 30 days or less taken against career or career conditional employees not serving a probationary period. The exceptions are: (1) a suspension or removal under Section 7532 of Title 5, USC; (2) a reduction-in-force action; (3) a reduction in grade or removal for unacceptable performance; (4) an action initiated under Section 1206 or 7501 of Title 5, USC.

b. Disciplinary and adverse actions will be taken for just cause and the employee being disciplined will be advised of the opportunity to reply to the charge(s) orally and, if applicable, in writing, using the assistance of a Union or other representative as desired. When an employee desires to reply, affidavits or testimony from witnesses should be presented if at all possible; oral testimony should be kept to the minimum, if it has to be given. When the Union is acting as an employee representative, Management will permit the Union to review the material relied upon to support the disciplinary or adverse action.

SECTION 2. The parties are in agreement that the maintenance of discipline is essential to the satisfactory operation of the unit within the U. S. Army Dental Activity, Fort Lewis, Washington. The parties recognize the value of management-employee communications with respect to job performance and job difficulties. Discussions in this regard will be held in a constructive manner.

SECTION 3. If an employee feels that a letter of reprimand is unfair for any reason, the employee may grieve the decision in accordance with Article 26 beginning at Step 2.

SECTION 4. If an employee feels that a suspension of 15 or more days or a removal is unfair for any reason, the employee may grieve the decision in accordance with Article 26 beginning at Step 3 or may appeal directly to the Merit Systems Protection Board, but not both.

SECTION 5. The letter of proposed disciplinary or adverse action will inform the employee of his/her right to Union representation, of the right to reply to a specific deciding official, and of the right to review the material relied upon in proposing the action. The letter of decision, or letter of reprimand, will inform the employee of his/her grievance and/or appeal rights, and, if the action is a suspension, will be delivered 24 hours prior to the effective date.

SECTION 6. If an employee considers that his/her supervisor may be recording improper or misleading data in his/her administrative file, or that this management tool is being misused, the employee may reduce the complaint to a formal grievance.

ARTICLE 17 PERSONNEL MOVEMENTS

SECTION 1.

a. Every reasonable action will be taken to minimize the permanent transfer of employees from one clinic to another. If possible, joint Management and Union review of prospective transfers will occur prior to such transfers. If possible, employees will be given two weeks advance notice.

b. Management, to the extent consistent with the installation's manpower requirements, will make an effort to reassign employees whose positions are eliminated due to automation or adoption of labor-savings devices. Management will make every practical effort to train employees, where necessary for reassignment, whose positions are eliminated because of automation or adoption of labor-savings devices.

SECTION 2.

a. Management agrees to notify the Union of pending reduction-in-force actions at which time the Union may make its views and recommendations known concerning the implementation of such reduction-in-force action.

b. The Union shall have the right to review retention registers, official personnel folders, and other pertinent papers related to reduction-in-force actions affecting employees in the unit. Such requests by the Union will identify the employees or areas of concern. Personnel folders will not be reviewed unless written permission has been obtained from the employee.

ARTICLE 18 JOB DESCRIPTIONS AND THEIR CLASSIFICATION

SECTION 1. To ensure that job descriptions reflect work assigned and being performed by the employees in the bargaining unit, a review of job descriptions and job classifications will be made in accordance with regulations.

SECTION 2. An employee who believes his/her job description in correctly describes assigned duties and responsibilities should discuss the matter with Management. If Management agrees that the description is inaccurate, action will be initiated to change the job description to reflect assigned duties and responsibilities. If Management believes the job description is accurate, the employee may grieve job misassignment in writing to the Civilian Personnel Officer for decision. An employee who is not satisfied with the Civilian Personnel Officer determination that the job description is accurate may submit a grievance at Step 3 of the grievance procedure. It is agreed and understood that the question to be resolved is the accuracy of the position description and not whether or not certain duties should be assigned to a position.

SECTION 3. An employee who believes his/her officially assigned job description (excluding detail and temporary promotion) is improperly classified (i.e., incorrect pay category, grade, series, and/or title) will discuss the matter with his/her supervisor. Management will explain the reasons for position evaluation based on knowledge of applicable classification standards, seeking assistance from the classification analyst as necessary. If the employee remains unsatisfied, he/she may appeal the job classification to higher authority as prescribed in current regulations.

SECTION 4. Upon request by the employee or his/her designated representative, the classification and/or qualification standards pertinent to the position occupied by the employee will be made available.

ARTICLE 19 DISPOSITION OF UNIT WORK

SECTION 1. Management agrees to notify the Union when work normally performed by employees in a unit is to be contracted out and the reasons therefore. Management further agrees to make a reasonable effort to avoid or minimize a reduction-in-force by protecting the rights of employees in accordance with reduction-in-force procedures, which will include retraining for continuing positions wherever the mission requirement permits.

SECTION 2. When special circumstances or emergency situations arise that require the assignment of other than usual duties on a continuing basis, Management will discuss the issue with the Union .

ARTICLE 20 UNIFORMS

SECTION 1. Employees are required to use the personal protective equipment {PPE} that is supplied and laundered by Management.

SECTION 2. In accordance with infectious control requirements, all employees working in clinical areas will be provided with appropriate protective clothing furnished and laundered by Management.

ARTICLE 21 TRAINING

SECTION 1. In recognition of the mutual advantages to both parties, employees from within the activity will be given first consideration for training for any new job(s) or individual improvement. Selection for such training shall be consistent with pertinent criteria in appropriate regulations.

SECTION 2. Consistent with mission requirements employees will be allowed to attend conferences when it is determined by Management that attendance will serve the best interests of the Federal service. Employees must submit a DD Form 1556 and registration information for approval.

SECTION 3. The Chief Steward will be included on the mailing list for applicable information pertaining to training courses distributed by the Civilian Personnel Advisory Center.

SECTION 4. A civilian education committee will be formed of volunteers to plan the annual one-day training program for all civilian employees. Committee volunteers will be afforded four (4) hours of duty time to meet and formulate recommendations for the training program. The committee will be afforded the opportunity to present its views to Management during the 4th Quarter of the respective FY. Management will determine the training, date for the training, and set aside time for civilian training, based on mission requirements.

ARTICLE 22 SAFETY

SECTION 1. Management will exert a reasonable effort to provide and maintain safe working conditions and industrial health protection for employees. Management will comply with applicable OSHA standards relating to the safety and health of employees. Any dispute over OSHA standards will be settled under OSHA provisions and not under the negotiated grievance procedure. The Union will encourage employees to work in a safe manner and promptly report any unsafe conditions to Management.

SECTION 2. Each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/ herself and others. Management will welcome, from any individual employee or from the Union, suggestions which offer ways of improving safety conditions.

SECTION 3. In the course of performing their normally assigned work, Union Representatives will try to identify unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represents health hazards. When unsafe or unhealthy conditions are detected by the Union Representative, they will report them to the immediate supervisor. When such safety and health matters are of general interest, the Union may present the problem to the DENTAC Infectious Control Officer within the bargaining unit or bring the matter to the attention of appropriate supervisors for mutual consideration by Management and the Union.

SECTION 4. Prompt ambulance service and first aid to employees injured on the job will be provided on all shifts.

SECTION 5. The Union and Management will make every effort to prevent accidents of any nature. Should such accidents occur however, a prime consideration will be the welfare and comfort of the injured personnel.

SECTION 6. When it becomes known that an on the job accident has occurred, Management agrees to notify the Union promptly of the circumstances.

ARTICLE 23 CIVIC RESPONSIBILITIES

SECTION 1. When an employee is called for court services, either as a witness or a juror, he/she will present the court order, subpoena, or summons to his/her supervisor as far in advance as possible.

SECTION 2. Upon return to duty, the employee will submit written evidence of his/her attendance at court, showing the dates and hours of the service. (Generally, such statement may be obtained from the clerk of the court)

SECTION 3. Management will forward the statement containing evidence of the employee's

attendance at court to the appropriate Defense Finance and Accounting Service - Fort Lewis, Customer Service Representative.

SECTION 4. In accordance with Fort Lewis Regulations 690-23, an employee who desires to vote or register in an election-or in a referendum of a civic matter in his/her community shall be granted the necessary time off without charge to annual leave. Generally this time off will be authorized when the polls are not open at least three hours either before or after an employee's regular hours of work. He/ she may be granted an amount of excused absence which will permit him/her to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

ARTICLE 24 FACILITIES, SPECIAL TOOLS AND CLOTHING

SECTION 1. Subject to the provisions of applicable regulations, Management agrees to bear the full expense of all special or protective tools, clothing and equipment employees may be required to use including, but not limited to, safety shoes. An employee who believes his/her job calls for special protective clothing may submit justification through appropriate supervisor for consideration.

SECTION 2. Consistent with space and funds available, Management will make every effort to provide adequate rest areas in each clinic and they will be equipped with chairs and a lounge.

ARTICLE 25 PERFORMANCE

SECTION 1. Performance standards will be reflective of duties and responsibilities assigned the position and constructed in accordance with applicable law. While the performance standards themselves are not grievable, employees dissatisfied with their performance rating or other aspects of their performance appraisal may grieve thru the negotiated grievance procedure contained in Article 26.

SECTION 2. As a minimum, employees will be given an initial and a mid-point counseling on their performance.

SECTION 3. An employee's signature on the performance appraisal form signifies only that a discussion of the employee's performance has taken place and does not constitute the employee's agreement either with the established performance standard or the rating level assigned.

SECTION 4. A copy of an employee's performance appraisal will be provided to him/her at the end of each appraisal period.

SECTION 5. Management agrees to promptly inform employees about deficiencies in their performance.

SECTION 6. Management agrees that prior to assigning a rating level of "Unacceptable," the affected employee will be given a reasonable amount of time, during which she/he will be given assistance to improve and demonstrate acceptable performance.

ARTICLE 26
GRIEVANCE PROCEDURES

SECTION 1. This procedure is the sole procedure for a unit employee, the Union or Management to grieve. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee.

SECTION 2. Excluded from this grievance procedure are the following:

- a. Interpretation and content of any agency (e.g., DA, MEDCOM, VETCOM, FORSCOM, OR DoD) regulation, provisions of law or regulations outside Fort Lewis Dental Activity.
- b. Non - selection for promotion from a group of properly ranked and certified candidates.
- c. Resignation; termination or removal of temporary employees; termination of temporary promotion and termination or removal of probationary employees. NOTE: Temporary employees who are terminated or removed from their position do not have access to the grievance or arbitration procedure but may meet with the DENTAC Commander or representative not later than seven (7) calendar days after receiving notice of termination or removal. The employee and/or representative may offer any or all reasons why the employee should not be terminated or removed.
- d. Notices of proposed action.
- e. Complaints or grievances over the exercise of Management rights as enumerated in Section 7106a of Chapter 71, Title 5, US Code, and any matter not subject to the control of Management.
- f. Fitness for duty examinations.
- g. Non-adoption of a suggestion or failure to receive a discretionary award for performance.
- h. Any claimed violation of Public Law 95-454, relating to prohibited political activities.
- i. Retirement, life insurance, or health insurance.
- j. A suspension or removal for national security reasons.
- k. An examination, certification or appointment.
- l. Classification of any position, which does not result in the reduction in grade or pay of an employee.

SECTION 3. The employees may not utilize the provisions of the grievance procedure with a representative other than the Union, but may utilize these provisions without a representative. If an employee wishes Union Representation, he or she should contact the appropriate steward. All grievances will be taken up with the immediate supervisor within fifteen (15) calendar days after the occurrence or knowledge of the matter out of which the grievance arose or the employee became aware of being aggrieved; if not, such grievance shall not be presented or considered at a later date. Extensions will be granted provided mutually agreed upon by both parties for unusual cases.

SECTION 4. Grievance Steps. The following steps will be used in processing employee grievances.

a. STEP 1: Except as provided in Article 16 sections 3 and 4, the Union and/or the employee will present the grievance, in writing, to the first-step grievance official, generally the first-line supervisor. The first step grievance official will meet with the employee and, if applicable, Union within seven (7) calendar days of contact. The employee or Union will state the grievance and relief sought. The first-step grievance official will attempt to resolve the grievance and provide a written response within seven (7) calendar days of receipt of the grievance. In the written response, the first-step grievance official will provide the name and title of the designated second-step grievance official. If the matter is not settled within seven (7) calendar days from the time of this meeting, the aggrieved employee and/or Union may invoke Step 2.

b. STEP 2: If the grievance is not resolved at Step 1, the aggrieved employee and/or Union will furnish the second-step grievance official the issue being grieved in writing and the relief sought within seven (7) calendar days of receipt of the Step 1 decision. In an attempt to resolve the grievance, the second-step official may meet with the grievant and Union. The aggrieved employee and, if applicable, Union will meet with the second-step grievance official within seven (7) calendar days after the second-step grievance official receives the written grievance. The second-step grievance official shall provide the employee/Union with a written decision on the grievance within seven (7) calendar days of the second step meeting. The grievance reply shall include the name and title of the designated third step management official. NOTE: Grievances on Letters of Reprimand will begin at Step 2 of the grievance process.

c. If no mutually satisfactory settlement is reached and the aggrieved employee/Union decides to pursue the issue, the grievance must be submitted in writing to the Step 3 grievance official within seven (7) calendar days of the second step decision.

d. STEP 3: The Union will notify the Commander, or his designated representative, of the third step initiation. The Commander, or designated representative, may meet with the aggrieved employee and Union within seven (7) calendar days in an effort to resolve the grievance. In the event the grievance is satisfactorily settled, such settlement shall be reduced to writing with a copy supplied to the Union. If the grievance is not settled at the third step Meeting, Management will issue a final written decision within seven (7) calendar days of this meeting. NOTE: Grievances on suspension or removal actions will begin at Step 3 of the grievance process.

e. If the Union is not satisfied with the third step decision, the Union may make written request for submission of the issue to arbitration. Any request for arbitration must be submitted not later than thirty (30) calendar days after the date of the third step

decision.

SECTION 5. Grievances initiated by Management will be submitted to the Chief Shop Steward within fifteen (15) calendar days of the incident giving rise to the issue or when Management first became aware of such grievance. The grievance must be submitted in writing and specify the article and section of the contract alleged to have been violated and the corrective action sought. Extensions will be granted provided mutually agreed upon by both parties. If the Chief Steward is not able to resolve the issue within seven (7) calendar days after the issue is brought to his/her attention, and Management desires to pursue the issue, the Union Business Representative will be notified, in writing of the issue and the corrective action sought. The Union Business Representative and the Commander or his designated representative will meet within a reasonable amount of time in an attempt to resolve the issue. If, after meeting, the parties are unable to resolve the issue within thirty (30) calendar days of the issue being brought to the Union Business Representative's attention, and Management desires to pursue the issue, Management must notify the Union Business Representative in writing of submission to arbitration and request a list of five (5) arbitrators within thirty (30) calendar days of the meeting.

SECTION 6. Failure of Management to answer a written grievance within the time limits prescribed in each step of the grievance procedure shall permit the Union to refer the case to the succeeding step of the procedure. Failure of the grievant or the Union to meet established time frames shall result in termination of the grievance. Extensions may be granted provided mutually agreed upon by both parties. The decision by either party not to exceed the time limits is not in itself grievable under any circumstances.

SECTION 7. If an employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped and all interested parties will be notified that because of the separation, the case is being closed without decision.

SECTION 8. The Union Representatives designated in Article 7, Section 2, shall not be hindered in the performance of their duties of investigating, presenting, and adjusting grievances as provided for in this Article.

SECTION 9. Nothing in this agreement shall be so interpreted as to require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

SECTION 10. Union initiated grievances - Union grievances will be initiated at the lowest Management level capable of settling the grievance within the time limits of Section 3. Such grievances will be initiated in writing, specifying the issue and the remedy sought. If the grievance is not settled at the lowest Management level capable of settling the grievance, it will be processed under the same procedure and time limits otherwise applicable to employee grievances.

SECTION 11. Employees have the right to choose between this negotiated grievance procedure or a statutory procedure when appealing an adverse action or action based on unacceptable performance, or when pursuing a discrimination complaint, but not both. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance in accordance with provisions of this Article, whichever occurs first.

ARTICLE 27 ARBITRATION

SECTION 1. Only the Union (or Management, in the case of Management grievances) may invoke arbitration. If Management and the Union fail to settle any grievance processed in accordance with the grievance procedure described in Article 26 of this agreement, then such grievance may upon written request by either party, be referred to arbitration. Such arbitration may be only for a grievance that has been properly processed within the time limits specified. The written request must be submitted not later than thirty (30) calendar days after the third step decision.

SECTION 2. Within seven (7) working days from the date of receipt of the arbitration request, the parties shall meet in an attempt to resolve the issue. If the issue cannot be resolved, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. The parties will draw lots to determine who strikes the first name.

SECTION 3. The fee and expenses of the arbitrator will be borne equally by Management and the Union provided that the cost to Management for arbitrator's fees shall not exceed that amount authorized by regulations. The arbitration hearing shall be held during the regular day shift work hours of the basic workweek of Monday through Friday, and all employee representatives, employee appellants and employee witnesses, if otherwise in a duty status, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

SECTION 4. The arbitrator will be requested by the parties to render his/her decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

SECTION 5. It is agreed that arbitration as provided herein is binding on both parties. Either Union or Management may file exception to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under the regulations prescribed by the FLRA.

SECTION 6. It is further recognized that arbitration on behalf of an employee shall be invoked only by the Union.

ARTICLE 28 VOLUNTARY ALLOTMENT AGREEMENT

SECTION 1. The parties agree to the following procedures to make voluntary allotments for payment of employee organization dues as provided by PL 95-454. Any eligible employee (member in good standing with Lodge 282 whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment for employee organization dues and who is a member of a unit for which Lodge 282, 1AM, has exclusive recognition) will have the right to make voluntary allotment from his/her pay for the payment of his / her dues to not more than one eligible employee organization of which he/she is a member, and to revoke such allotment when he/she desires to do so (dues do not include such things as initiation fees, special assessments, back dues, fines, or similar items.)

SECTION 2. Dues will be withheld each pay period, the amount to be withheld being

determined as follows:

a. When the amount of dues is stated in terms of an annual amount (covering a period of twelve months), the figure will be divided by 26.

b. When the amount of dues is stated in terms of a monthly amount, the figure will be multiplied by 12 and the result divided by 26.

c. In either instance, fractions of cents of 5 mills and above will be rounded to the nearest cent, below 5 mills will be dropped.

SECTION 3. Lodge 282 is responsible for purchasing the standard allotment form (Standard Form 1187); distributing it to members; certifying as to the amount of dues; delivering the completed forms to Management; and educating members on the program for allotment for payment of dues, its voluntary nature, and the uses and availability of the required form.

SECTION 4. Lodge 282 shall promptly notify Management when a member of that organization is expelled or for any reason ceases to be a member in good standing.

SECTION 5. Management will notify the Secretary –Treasurer, Lodge 282, whenever an eligible employee revokes an allotment by mailing a copy of the revocation to the Business office.

SECTION 6. Lodge 282 will designate by name a specific officer of the organization to receive from DFAS-Denver, after each payroll period for which deductions are made pursuant to voluntary allotments, a listing of names and amounts withheld. DFAS- Denver will use EFT to remit the dues withheld IAW Lodge 282's request.

SECTION 7. It will be the responsibility of Lodge 282 to comply with the terms of this Article to assure that allotments on the part of members are voluntary and to inform members fully of the conditions governing revocation of allotments.

SECTION 8. It will be the responsibility of the Chief Steward of Lodge 282 to post on appropriate bulletin boards within the unit a notice apprising employees:

a. That an arrangement has been made with Lodge 282 for voluntary allotments for payment of dues (a change in the amount of an allotment for the payment of dues to Local 282 may not be made more frequently than once each 12 months}.

b. That such allotments are to be entirely voluntary on the part of employees who are members of Lodge 282 and will take effect during the pay period beginning after the appropriate form, properly completed and signed, has been received by Management.

c. That forms to be used in making voluntary allotments for payment of dues are to be secured from Lodge 282 and returned to Management through Lodge 282.

d. That an eligible employee may at any time revoke his/her allotment for payment of dues, to be effective on the first day of the first full pay period after the dues allotment anniversary date providing the employee has participated in dues withholding for one year and the withdrawal form is submitted prior to the effective date

SECTION 9. The CPAC will maintain a supply of the form (Standard Form 1188) which has been provided for use in revoking an allotment and will make this form available to eligible employees upon request.

SECTION 10. Allotments shall be terminated when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail) to a position not covered by the agreement; upon loss of exclusive recognition by the labor organization; when the agreement providing for' dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

ARTICLE 29 PUBLICITY

Copies of this agreement, when approved, will be furnished to all supervisors and management officials responsible for administering and interpreting the agreement. Sufficient copies of the agreement will be provided to the Chief Shop Steward for distribution by that officer to members and newly assigned personnel entering on duty in the unit.

ARTICLE 30 DURATION AND CHANGES

This agreement shall remain in full force and effect until 1 January 2012. This agreement will automatically extend on a year-by-year basis for up to three years thereafter unless either party gives written notice of its intent to renegotiate at least 30 days prior to the termination date.

ARTICLE 31
DEFINITIONS

Discuss: as used in this agreement, the term "discuss" is used to describe the obligation of the parties to exchange information and view points, and to consider the viewpoints of the other.

Consult: as used in this agreement, the term "consult" is used to describe the obligation of the parties to meet and attempt to reach an informal agreement. If such agreement cannot be reached, either party may request negotiations.