

7/20



Veterans Administration

*initially 8/13/85
Notified 11/18/93 still
in effect*

Master Agreement between the Veterans Administration and the American Federation of Government Employees

Veterans Administration



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

August 1982

Distribution: Per VA Form 3-7225
FD



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
Battle Creek MI 49016

NOV 18 1993

In Reply Refer To: 515/05

Annie M. Cooper
The Library
Michigan State University
East Lansing, MI 48824-1048

Dear Ms. Cooper

Per your November 12, 1993 request, we are enclosing copies of applicable Labor-Management agreements currently in place at this Medical Center. Subsequent to the passage of Public Law 95-454, the Civil Service Reform Act (CSRA), our non-professional employees voted to be represented by the American Federation of Government Employees (AFGE).

Employees at many of the 171 VA Medical Centers voted to be represented by the AFGE. This resulted in a nationally negotiated agreement entitled "Master Agreement between the Veterans Administration and the American Federation of Government Employees (MA)". The MA became effective on August 13, 1982. To date, it has not been renegotiated and remains applicable at all VA Facilities where the non-professional employees are represented by the AFGE. Subsequently, although in a different bargaining unit as defined by the Fair Labor Relations Authority (FLRA), the professional employees at several VA facilities, including this one, voted to be represented by the AFGE.

Therefore, the AFGE, Local 1629, consists of two bargaining units; the non-professional unit, and the professional unit. The August 8, 1983 document, entitled "Interim Agreement Between the VA and the AFGE," pertains to professional employees at all VA Medical Centers where the professional employees voted to be represented by the AFGE. To date, national negotiation of a more expanded agreement regarding the professional employees has not been completed.

The "Local Agreement" was approved at this Medical Center prior to passage of the CSRA. The Local Agreement has been superseded by the MA. It remains valid only to the extent that it does not conflict with the newer Public Law or the MA.

Employees of the VAMC, Battle Creek, MI, who are not included in either the non-professional or professional unit have rights defined by Public Law, the Federal Personnel Manual (FPM), Departmental Regulations, and Medical Center Memoranda. If you have further questions, you may contact me, or J. C. Hiller, Employee Relations Specialist, at (616) 966-5600 extension 4016.


DIANA G. QUTNN
Chief, Human Resources Management Service

Flyer

To: Personnel Officers

Subject: Supplement No. 1 to VA Pamphlet 05-68.
(VA-AFGE Master Agreement)

The attached amendments to the VA-AFGE Master Agreement replace Article 32 "Performance Appraisal System" and Article 33 "Within Grade Increases" in their entirety. Each employee in the AFGE non-professional bargaining unit as well as each supervisor having jurisdiction over these employees should be provided a copy of these amendments. A limited number of the VA-AFGE Master agreements and these amendments may be ordered directly from the Forms and Publications Depot.

OFFICE OF PERSONNEL AND
LABOR RELATIONS (051)

Distribution: Per VA Form 3-7225
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ARTICLE 32. PERFORMANCE APPRAISAL SYSTEM

Section 1 - The performance management system provides the procedure for evaluating employees' performance based on criteria related to the employees' position while enhancing the efficiency of Agency operations by motivating employees to perform their jobs effectively.

Section 2 - DEFINITIONS

By agreement of the parties, the following definitions from the Agency policy for the Performance Management System are provided in this Section for the purpose of explanation to bargaining unit members:

A. Element (formerly called Key responsibility) is a component of a position sufficiently important to warrant written appraisal. An element may be either critical or noncritical as defined in paragraphs 2b and c below.

B. Critical Element is any element which contributes toward accomplishing organizational goals and objectives, and which is of such importance that unacceptable performance of it would result in unacceptable performance in the position.

C. Noncritical Element is any element which does not meet the definition of a critical element but is still of sufficient importance to warrant written appraisal.

D. Performance Standards are statements of the expectations or requirements established by management for a critical or noncritical element at a particular achievement level. Performance standards may include, but are not limited to, factors such as quality, quantity, timeliness and manner of performance. They also may include specific recurring and nonrecurring goals, program plans, priority programs, etc., since accomplishment of organizational objectives should be reflected in performance plans when appropriate.

E. Performance Plan is the aggregation of all of an employee's written critical and noncritical elements and performance standards.

Section 3 - Procedures for Developing Performance Standards:

A. Performance standards will be established, in writing, for each position at the beginning of each appraisal period. They will be consistent with the duties and responsibilities of each employee's position. This does not preclude modifications or additions during the appraisal period. The employee will not be rated against these modifications or additions for a reasonable period of time, which will be dependent upon the degree of modification or the nature of the addition.

B. Performance standards will be established in accordance with 5 USC 4301, et. seq. Employee participation in establishing performance standards is encouraged. In addition, the Union, acting as the exclusive spokesman of unit employees, will be given an opportunity to present its views and recommendations regarding the performance standards. Management retains ultimate responsibility for establishing performance standards.

C. The application of performance standards will be fair and equitable.

D. If work measurement studies are to be used in formulating bargaining unit employees' performance standards, the Union will be notified, in advance, of the conduct of the study and be given the opportunity to bargain as appropriate.

Section 4

A. Employees will be rated annually on March 31.

B. When an employee has not been under elements and standards for the minimum appraisal period (ninety days) in the position which he/she occupies at the end of the appraisal period because of position change or any other reason (including career promotion), the appraisal period will be extended to provide for the minimum appraisal period under standards and a rating of record assigned.

C. Each employee will be given a copy of his/her approved rating and any attachments.

Section 5 - Awards and Other Actions

A. Whenever an employee is rated Highly Successful on his/her annual performance evaluation rating, the appropriate supervisory official will review the rating to determine if the employee should be recommended for a monetary award.

B. Whenever an employee is rated Outstanding, the employee will automatically be considered for a monetary award and receive a certificate.

Section 6 - Procedures for Applying the Performance Appraisal System.

A. At the beginning of each performance appraisal period, supervisors will provide each employee with a copy of his or her performance standards. Supervisors will explain the plans to employees and answer any questions they may have.

B. Supervisors will discuss employees' performance with them so that they will know the degree to which they are meeting or failing to meet performance standards. Employees should be commended for good work and counseled when improvement is necessary. This will be done on occasions as they arise in the course of day-to-day activities.

C. The rater shall hold a progress review for each employee at least once during the appraisal period, usually at the midpoint. An employee shall be informed of his/her level of performance by comparison with the elements and performance standards established for his/her position. The progress review shall be documented in the appropriate space on the appraisal Form, VA Form 5-3482b. The employee will be provided a copy upon request. If performance of any element is less than fully successful, appropriate action in the form of a written counseling or a warning of unacceptable performance should be initiated to correct the performance deficiency.

D. A supervisor's evaluation shall make allowances for job related factors beyond the control of the employee. After the rating of record has finally been approved, the supervisor will hold a meeting with the employee.

E. Union officials will not be penalized by having their rating lowered because of the use of properly authorized official time for representational activities.

Section 7 - Unacceptable Performance

A. This Section does not apply to temporary or probationary/trial period employees.

B. Performance-based adverse actions shall be in accordance with part 432 of OPM regulations, and will be initiated only after affording the employee a reasonable opportunity to demonstrate acceptable performance. The reasonable period to demonstrate acceptable performance will be 90 days. At the beginning of this opportunity period, employees will be informed in writing how they are failing to meet the standards and what assistance such as appropriate training, counseling, or supervisory guidance will be offered to help them improve to the Fully Successful level or higher.

C. When management proposes an action to demote or remove an employee, a 30 day advance written notice of proposed action will be given to the employee. This will include the specific reasons for the proposed action. The employee shall receive two copies of the notice and, upon request, two copies of the evidence file. The employee will be granted 14 calendar days to respond to the notice. Extension for good cause should be granted.

D. A final decision to take an action under this Section shall not be made until after the end of the advance written notice period. Employees will be advised of their appeal and representation rights.

ARTICLE 33. WITHIN GRADE INCREASES

Section 1

A. Applicability - This Article applies to all General Schedule, Wage System, and non-appropriated fund employees the unit of recognition and will be used in conjunction with Article 32 on performance appraisal.

B. Definitions -

1. Acceptable Level of Competence - An employee will be considered to have attained an acceptable level of competence when he/she is currently performing at the fully successful or better level under the performance appraisal system, and such performance is documented by a rating of at least fully successful.

2. Waiting Period - The term waiting period refers to the minimum time requirement of creditable service to become eligible for a within-grade increase.

3. Equivalent Increase - This term means an increase in an employee's rate of basic pay which is equal to or greater than the amount of one within-grade increase. An equivalent increase is based on the step rate held by the employee before his/her advancement to the next step of the grade of his/her position. An equivalent increase does not include:

- a. a statutory pay adjustment;
- b. the periodic adjustment of a wage schedule;
- c. the establishment of special salary rates under 5 USC §5303 or 38 USC §4107(g);
- d. a quality step increase or other incentive award;
- e. a temporary or term promotion when returned to the permanent grade or step; or
- f. an increase resulting from placement of an employee in a supervisory or management position who does not satisfactorily complete a probationary period under 5 USC §3321(a)(2).

4. Within-Grade Increase - the term within-grade increase includes the step rate increases applicable to Federal Wage System employees.

C. Entitlement to Within-Grade Increases

1. The employee must have completed the required waiting period;
2. The employee must not have received an equivalent increase such as a grade promotion during the waiting period; and

3. The employee must achieve an acceptable level of competence.

Section 2

A. Communication of Performance Requirements - Employees shall be informed of the specific performance requirements that constitute an acceptable level of competence within the time frames and means of communication of performance standards established under the performance appraisal system.

B. Acceptable Level of Competence Determinations

1. An acceptable level of competence determination shall be based on the current rating. The rating used as the basis for an acceptable level of competence determination must have been assigned no earlier than at the end of the most recently completed annual appraisal period. If the most recent rating is more than 90 days old, the current performance will be reviewed to assure that the rating reflects current performance.

2. When it is determined that current performance is not consistent with the employee's most recent rating, a new rating must be prepared to document current performance.

C. Notification - Employees shall be provided with an acceptable level of competence determination as soon as possible after the completion of the required waiting period.

1. Favorable Determination - The SF-50B, Notification of Personnel Action, shall be used to advise employees that they have achieved an acceptable level of competence and will receive a within-grade increase.

2. Negative Determination - When it is determined that the employee's performance is not at an acceptable level of competence, the employee shall be given a written notice which includes the following:

- (a) The reasons for the negative determination and the respect in which the employee must improve his/her performance, and;

- (b) Inform the employee of his/her right to request reconsideration of the negative determination.

D. Reconsideration

1. Time Limits - An employee or an employee's personal representative may file a written request for reconsideration not later than 15 days after receiving the notice of a negative determination.

The time limit to request a reconsideration should be extended when the employee shows he/she was not notified of the time limit and was not otherwise aware of it, or that the employee was prevented by circumstances beyond his/her control from requesting reconsideration within the time limit.

2. Reconsideration File - When an employee or his/her personal representative files a request for reconsideration, a reconsideration file shall be established which contains all pertinent documents relating to the negative determination including:

- (a) the written negative determination and the basis thereof,
- (b) the employee's written request for reconsideration;
- (c) the report of investigation, when an investigation is made;
- (d) the written summary or transcript of any personal presentation made; and
- (e) the final decision on the request for reconsideration.

3. Written Exceptions - The reconsideration file shall not contain any document that has not been made available to the employee or his/her personal representative. The employee will be given an opportunity to submit a written exception to any summary of the employee's personal presentation.

4. Preparation of Response - An employee in a duty status shall be granted a reasonable amount of official time to review the material to support the negative determination and to prepare a response to the determination. The employee's representative will be granted official time to assist the employee in the preparation of a response consistent with Article 8 and local supplemental agreements.

5. Final Decision - The employee will be provided a written decision within 10 days after receipt of the employee's response, which includes the right to grieve under the negotiated grievance procedure, if the decision is negative.

Section 3

A. Continuing Evaluation Following Withholding and Redetermination

When a within-grade increase has been withheld, it may be awarded whenever a subsequent rating indicates that the employee has demonstrated sustained performance at the fully successful level. For as long as the within-grade continues to be denied, each subsequent annual rating or progress review will be considered to be a new determination and an appropriate notice will be prepared to inform the employee.

B. Effective Date of Within-Grade Increase

1. A within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and fulfillment of the other conditions of eligibility.
2. If the processing of a properly made positive determination is delayed because of administrative error, oversight, or delay, the effective date shall be retroactive to the original due date.
3. When an acceptable level of competence is achieved some time after a negative determination, the effective date is the first day of the first pay period after an acceptable level of competence has been achieved.
4. If a negative determination is changed to an affirmative determination as a result of reconsideration, or as a result of a review under the terms of this Agreement, the within-grade increase shall be made retroactive to the original due date and all records relating to the negative determination should be destroyed unless required for some other active appeal process.

Section 4

A. Delays of Acceptable Level of Competence Determinations

The employee shall be informed in writing whenever his or her acceptable level of competence determination is being delayed in accordance with OPM regulations. The employee shall be informed of the reasons for delay and the specific requirements for performance at the acceptable level of competence.

B. Waiver of Requirement to Make Acceptable Level of Competence Determinations

An acceptable level of competence determination shall be waived and a within-grade increase granted when an employee had not served for at least 90 days in any position under an applicable agency appraisal system during the final 52 weeks of the waiting period for the reasons specified in 5 CFR 531.409(d).

Agreement Amendment

The attached Article 32 "Performance Appraisal System" and Article 33 "Within Grade Increases" were agreed upon between the American Federation of Government Employees and the Veterans Administration on July 24, 1986. These Articles will replace Articles 32 and 33 of the Master Agreement between the Parties dated August 13, 1982.

This amendment will be effective on April 1, 1987, except that, should OPM regulations require implementation of the Agency policy on Within Grade Increase at an earlier date, the effective date of Article 33 will coincide with such earlier date. This tentative agreement is subject to ratification by AFGE, VA Locals.

For AFGE

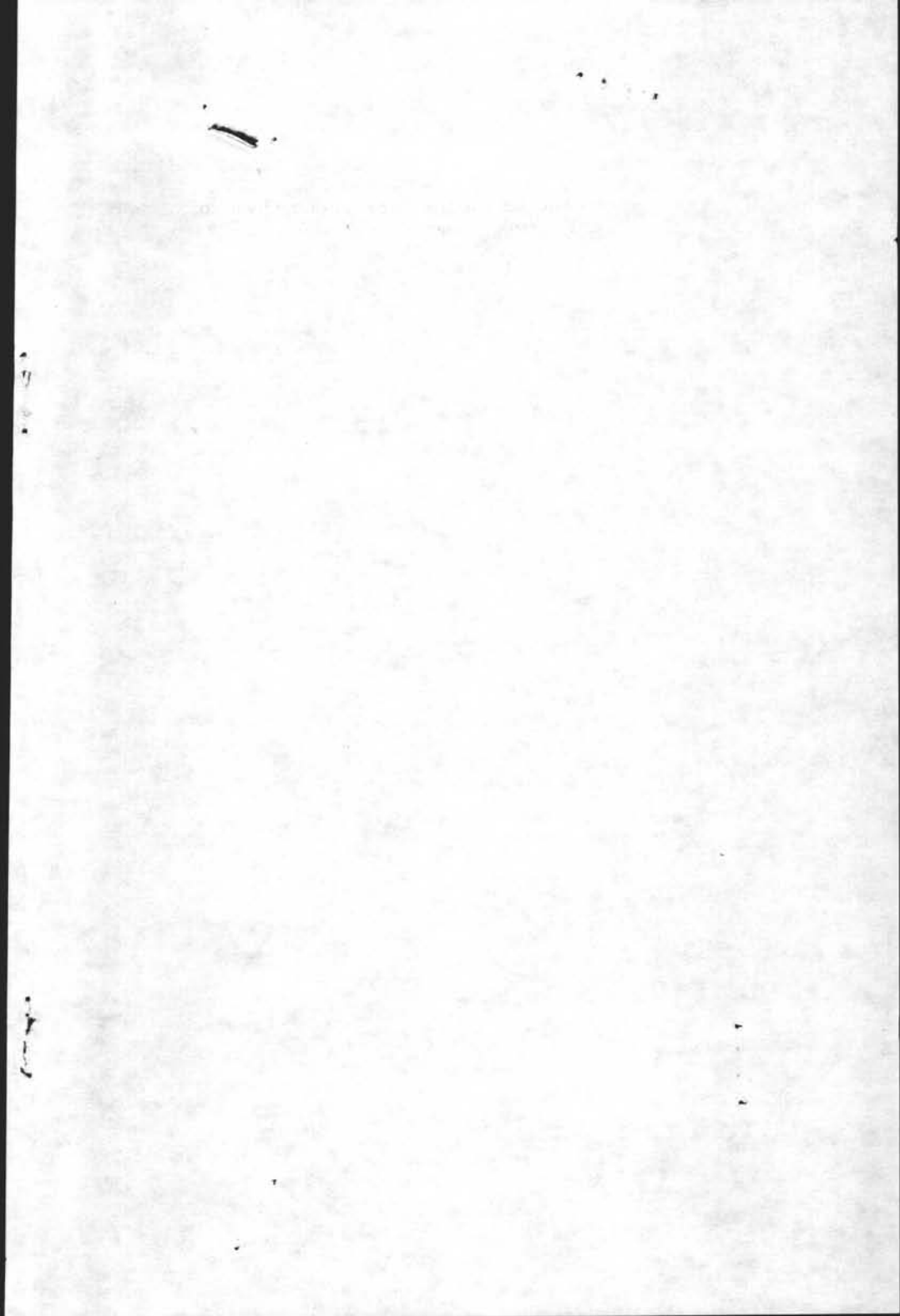
For the V.A.

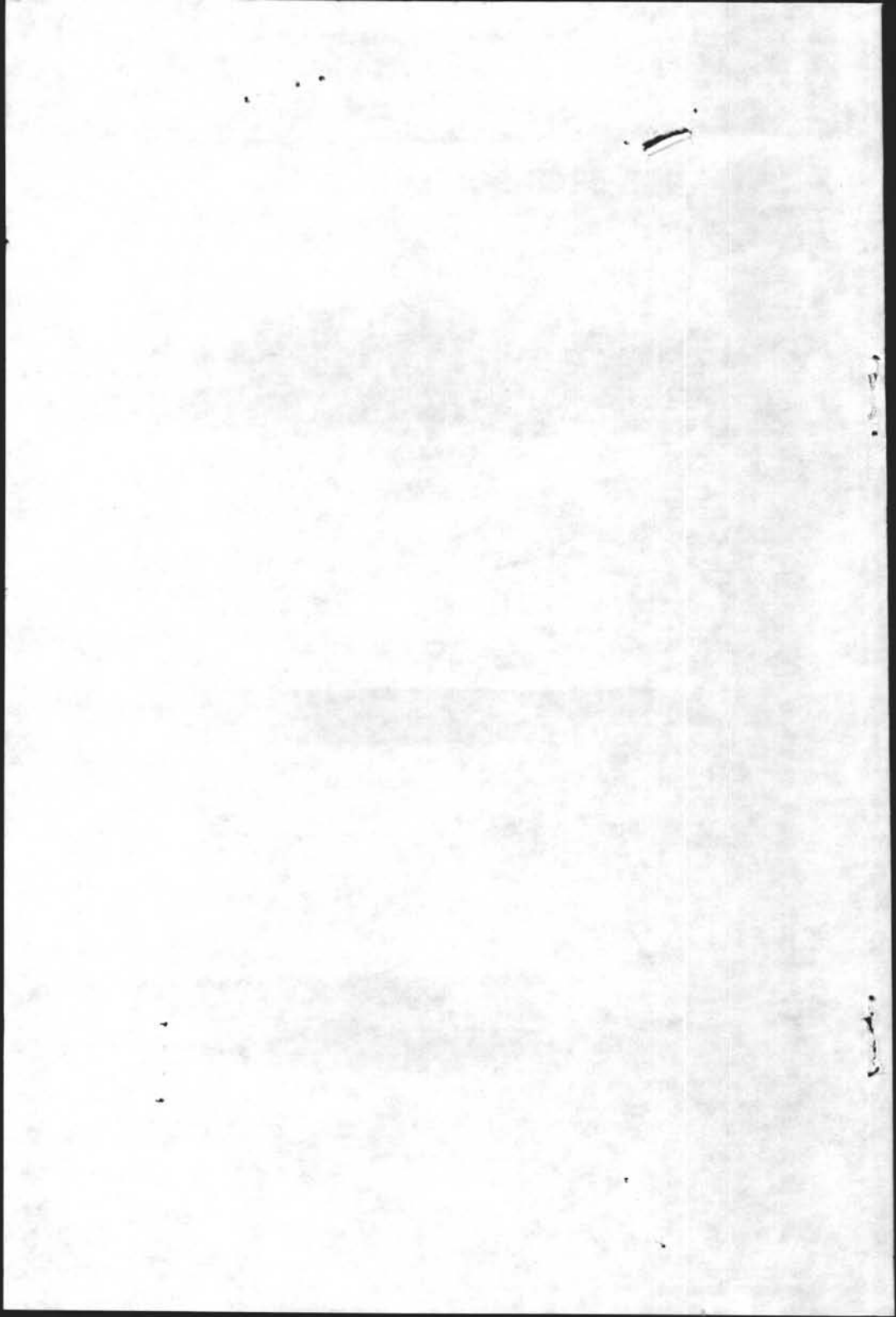
(1.1.1)
Amendments Ratified by
Membership *1987*

Harold Stearns 7/15/86

APPROVED:

Thomas K. Turnage 3/17/87
THOMAS K. TURNAGE
Administrator
Veterans Administration





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PREAMBLE

Section 1 - This Agreement is made and entered into by and between the Veterans Administration, hereinafter referred to as the Agency or the VA, and the American Federation of Government Employees/National Veterans Administration Council of Veterans Administration Locals, hereinafter referred to as the Union. The Union and the Agency hereinafter will be referred to as the "Parties."

Section 2 - The Agency and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure the efficient accomplishment of the operations of Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy and with the Civil Service Reform Act, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices relating to their conditions of employment through such collective bargaining in those areas in which bargaining is appropriate in the Federal Service.

ARTICLE 1

RECOGNITION AND COVERAGE

Section 1 - The AFGE is recognized as the sole and exclusive representative for all non-professional employees, full-time, part-time and temporary, in units consolidated and certified by the FLRA in Certificate No. 22-08518(UC), dated 2/28/80, and any subsequent amendments or certifications that add employees to the bargaining unit.

Section 2 - As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to membership in the Union.

Section 3 - The Agency recognizes that, as the exclusive representative of employees in the unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The Agency will not bypass the Union by entering into any agreement with other employee organizations that constitutes collective bargaining over personnel policies, practices or working conditions.

Section 4 - When a position changes or a new position is established, and the parties do not agree over whether the position(s) is(are) inside or outside the unit, either party may file a unit clarification petition with the Federal Labor Relations Authority. Until the dispute is resolved, the employee and/or position will remain in the bargaining unit.

ARTICLE 2

DEFINITIONS

Section 1 - Union: The American Federation of Government Employees, as represented by the National Veterans Administration Council of Veterans Administration Locals at the national level or by a single local at the individual field facility level.

Section 2 - Employer: The Veterans Administration Central Office at the national level or local management at the individual field facility level.

Section 3 - Individual facility: A single medical center, regional office, data processing center, supply depot, the Veterans Administration Central Office, or other Veterans Administration field establishment under the direction of local management officials. The facility includes any operation (e.g., a satellite) or complex of organizations that is under the control of the same facility director.

Section 4 - Local: The portion of the Union organized to provide direct representation on a localized basis and identified by their own local officers and having their own local number (i.e., Local 1000).

Section 5 - Employees: Those employees of the Employer covered by the provisions of the Agreement (i.e., bargaining unit employees).

Section 6 - The Act: The Civil Service Reform Act (CSRA) of 1978, also referred to as the Reform Act.

Section 7 - The Statute: The Federal Service Labor-Management Relations Statute, Chapter 71 of 5 U.S.C. (originally enacted as Title VII of the Civil Service Reform Act).

Section 8 - Days: All references to "days" in this Agreement are to calendar days unless specifically stated otherwise.

ARTICLE 3

GOVERNING LAWS AND REGULATIONS

Section 1 - Relationship to Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees shall be governed by applicable Federal Statutes. They will also be governed by Government-wide regulations in existence at the time this Agreement was approved and the Civil Service Reform Act of 1978.

Section 2 - Agency Regulations

Where any Agency regulation conflicts with this Agreement and/or a Supplemental Agreement, the Agreement shall govern.

ARTICLE 4

MID-TERM BARGAINING

Section 1 - VA Transmittal of National Level Changes

The VA will forward all proposed changes initiated above the individual facility level for which there is a bargaining obligation under the Statute to the designated Council representative, with copies to the 4 Council Officers and a copy to the national office of AFGE.

Section 2 - Union Response

After receipt of the proposed change, the Union shall have a reasonable period of time, up to 30 days, to respond with a demand to bargain.

Section 3 - National Level Negotiations

A. In the event the Union requests negotiations, the parties may first attempt to reach agreement through telephone communication.

B. Absent resolution by phone, the parties will normally put the proposed change and the negotiations over said change on hold until the semi-annual meeting of the LMR Committee as provided in Article 7. Following that meeting, 4 Council representatives will remain in Washington, D.C., and will receive official time and per diem, as provided under 5 USC §7131(a), for the mid-term negotiations on any proposed changes that have accumulated during that period. At no time will management have more than 4 people at any

session during these negotiations. These Council representatives will be allowed two days of official time and per diem for preparation prior to the negotiations.

C. Management retains the discretion to proceed to negotiations over a specific proposed change on an ad hoc basis without waiting for the six month meeting. In those instances, the parties will generally meet within 20 days to negotiate. Four council representatives will be provided official time, travel and per diem as provided under 5 USC §7131(a). It is recognized that these ad hoc sessions frequently cover complex issues. Thus, it is understood that management will allow the Council representatives a reasonable amount of time to caucus prior to the beginning of the first negotiation session so they may be prepared to bargain.

Section 4 - Local Bargaining on National Changes

On all policies and directives or other changes for which the VA meets its bargaining obligations at the national level, local bargaining at individual facilities will be restricted to local implementation unless there was agreement at the national level to provide for local bargaining on the national subject. Local union representatives shall receive official time for all time spent in mid-term negotiations as provided under 5 USC §7131(a).

Section 5 - Local Level Changes

Proposed changes affecting personnel policies, practices or conditions of employment which are initiated by local management at a single facility will be forwarded to the designated local union official. Upon request, the parties will negotiate as appropriate. The union representatives shall receive official time for all time spent in negotiations as provided under 5 USC §7131(a).

ARTICLE 5

LOCAL SUPPLEMENTAL AGREEMENTS

Section 1 - Continuation of Provisions in Local Agreements

Contract provisions contained in local contracts in existence prior to the Master Agreement will continue in effect insofar as they do not conflict with the Master Agreement. Whenever any subject is addressed in the Master Agreement, the terms of the Master Agreement shall prevail over the provisions of the local agreement concerning the same subject. For example, provisions that are on the same subjects as those covered in the Master which (a) are different from the Master Agreement (whether superior or inferior) or; (b) would alter the terms of the Master Agreement

or; (c) would interfere with or impair its implementation, are considered to be in conflict and are superseded.

Section 2 - Procedures for Local Supplementary Agreement
Bargaining

A. The parties agree that anytime after this Agreement has been in effect for 30 days, the parties, upon the request of either local party, may negotiate one local supplement to this Master Agreement. The Local Supplemental Agreement may cover all negotiable matters regarding conditions of employment insofar as they do not conflict with the Master Agreement as defined in Section 1.

NOTE: This is not intended to preclude local bargaining of items that are not covered by the Master Agreement.

B. Negotiability disputes as to whether certain proposals would conflict with the provisions of the Master Agreement shall be jointly submitted to arbitration upon the proponent's request. The procedures of Article 14 will apply, with the exception of the time limit for initiating arbitration in Section 1. Once the issues are decided, the parties will negotiate, if appropriate, within a reasonable period. The union representative at an arbitration hearing will be provided with official time if otherwise in a duty status.

C. Local union representatives, up to the number of management representatives in negotiations, shall receive official time if otherwise in a duty status, for time spent in negotiations in accordance with D below.

D. In an effort to expedite the local contract bargaining process, the local parties will utilize the following bargaining schedule when they negotiate their local supplemental agreement.

1. Up to 24 hours of negotiating time that is scheduled in any manner by mutual agreement of the parties.

2. If agreement is not reached in the first 24 hours, an additional two consecutive day negotiation session will be scheduled with the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) in order to attempt to reach a total agreement.

3. Any items which remain unresolved after the negotiations described in 1 and 2 are completed will be referred to the Federal Service Impasses Panel (FSIP) for final resolution.

4. If the Panel should in any instance refer the parties back to the table for further negotiations, the parties will be authorized up to an additional 16 hours to attempt to resolve all issues with the assistance of a Federal mediator. If,

at the end of these 16 hours, there are still unresolved issues, they should be jointly referred back to the Panel for resolution.

5. Where VACO disapproves a section(s) of the supplemental agreement or when a decision is reached on a negotiability dispute, the parties may return to the table for an additional 16 hours with the assistance of a Federal mediator to resolve those issues that were addressed in that forum. Any issue unresolved after these 16 hours will either be dropped or forwarded to the Impasses Panel for resolution.

Section 3 - During proceedings before the Impasses Panel, the Union will be allowed official time for up to two union representatives to participate in the proceedings. Management will make witnesses available on official time, if otherwise in a duty status and determined by the Panel to be necessary.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES

Section 1 - General

A. Agency management shall not impose any restraint, coercion, discrimination or interference against any union representative or employee in the exercise of their rights under the Act.

B. Each party shall recognize and meet with the designated representative of the opposite party at mutually agreeable times, dates, and places that are reasonable and convenient.

Section 2 - Union Representation

The Union will be notified and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice or other general condition of employment. The Union will also be allowed to be present and represent an employee 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/adverse action against the employee and the employee requests representation.

Section 3 - Notification of Union Officials

A. The Union will present management at each facility with an updated list of union officers and representatives annually.

Management will communicate this list to each unit employee within 30 days after its receipt.

B. The Union will be afforded the opportunity to make a 20 minute presentation during each orientation session for new employees. Management will provide the Union with notice of the date, time and place at the time the orientation is scheduled. The union official making the presentation will be allowed official time, if otherwise in a duty status, to make the presentation. Each local Union should inform the local personnel office in advance of the name of the union official who will make the presentation so necessary arrangements can be made for the union official's absence from duty. The Union may leave its literature in a location where the employees leaving the orientation have access to the materials. Stewards or union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

Section 4 - Written Surveys and Questionnaires

The Agency will not communicate in writing directly with bargaining unit employees through surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all written questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the Statute.

Section 5 - Voluntary Programs

The Union will be given advance notice of the initiation or discontinuance of voluntary programs such as fund drives, blood programs, and bond campaigns.

Section 6 - Notification of Changes in Conditions of Employment

The Agency shall notify the appropriate union official prior to changing conditions of employment which affect bargaining unit employees. The notification will be adequate with sufficient information to provide the Union an opportunity to exercise their full rights to bargain as appropriate prior to implementation. Notification will be in writing when the changes are significant.

Section 7 - Union-Employee Communications

Management will not exercise interference, coercion, or censorship of the content of any direct communications between the Union and employees. However, VA facilities will not be available for

posting or distribution of vulgar, libelous or defamatory material directed at Agency officials or programs.

Section 8 - Information Furnished by the Agency

The Agency agrees to furnish the Union with information which they are entitled to under the provisions of the Civil Service Reform Act at no cost to the Union. All other requests for information by the Union will be considered in accordance with this Agreement and governing laws and regulations.

Section 9 - Management Rights

The Union recognizes management's rights under 5 USC §7106.

ARTICLE 7

LABOR MANAGEMENT COMMITTEE

There shall be a joint Labor-Management Relations Committee which shall meet twice a year in Washington, normally approximately 6 months apart, for up to a maximum of 3 days. The VA will authorize official time (if otherwise in a duty status) and travel and per diem for the 4 Council officers and the 15 District Representatives, or alternates, for participation in these meetings. The parties will exchange agenda items sufficiently in advance so that arrangements can be made for appropriate representation. The Union will provide management with the names of the union-designated representatives as far in advance as possible, but no later than 3 weeks in advance of the meeting so that official time, travel and per diem may be arranged.

ARTICLE 8

OFFICIAL TIME

Section 1 - The parties recognize that good communications are vital to positive and constructive relationships between the Union and VA management. These communications should facilitate and encourage the amicable settlement of disputes between employees and management involving conditions of employment and should contribute to the effective and efficient conduct of public business. They further recognize that this consolidated unit is very large and complex and requires union coordination of its representational activities at several levels. Thus, official time will be authorized designated union officials to carry out their representational activities for the consolidated unit as follows:

National VA Council President - 100%time

Two National VA Council Vice
Presidents (VP for DM&S and
VP for DVB) - 50% time

Fifteen Union Designated District
Representatives - 12 hours per pay period

NOTE 1 - No travel or per diem has been authorized for the activities of the above officers except for the semi-annual meetings described in Article 7 and for mid-term bargaining at the national level, as described in Article 4, or where travel and per diem is provided elsewhere in this Agreement or required by law, rule, or regulation.

NOTE 2 - Union officials must obtain prior clearance from the Personnel Officer before engaging in any representational activities at a facility other than where they are employed.

NOTE 3- The two National Vice Presidents must work out mutually agreeable arrangements for their official time with local management.

NOTE 4 - Time spent in connection with national bargaining or LMR Committee meetings shall not be charged against the official time allotted above.

Section 2 - The 12 hours per pay period authorized for district representatives may be used as needed; however, upon request, the district representative will be advanced official time from future time accrual for that leave year. Any time not used during any pay period will be accumulated for the remainder of the leave year. Any time that was not used as needed by the end of the leave year will not be carried over to the next leave year. The district representatives must obtain clearance from their supervisors prior to leaving their work location for representational activities. The method of this clearance will be worked out at the individual facility level. The Council will provide the VACO labor relations staff a listing of the district representatives so they may inform each of the affected facilities. The Council will also provide a timely notice of any change in district representatives.

Section 3 - The use of official time, in accordance with this Agreement, should not influence an employee's performance evaluation in any way. If an employee does not spend a sufficient amount of time in the performance of regular duties during a performance rating period to be fairly rated against the performance standards, the employee will carry over his/her rating from the last rating period.

Section 4 - The Union may substitute a retired VA employee for one of the 19 union designees at the semi-annual IMR meetings or for one of the 4 union designees at national mid-term bargaining sessions. In those instances the VA will provide travel and per diem for that retired employee.

Section 5 - Official time for local union officers and/or stewards will be a proper subject for local supplemental bargaining.

ARTICLE 9

USE OF OFFICIAL FACILITIES

Section 1 - Local Union Office Space

The parties agree that office space for the Union could be useful in facilitating effective representation of unit employees. The provision of space for a union office is an appropriate subject for local negotiations. The parties further agree that provision of office space will be given a high priority and that good faith efforts will be made to provide such space. In the event that office space cannot be provided, management will bargain with the Union over alternative arrangements in lieu of office space.

Section 2 - Meeting Space

At the request of the Union, the Employer will provide the Union with use of suitable space for meetings during non-duty hours of employees involved when such space is available and within the control of the Employer. The Union agrees to exercise reasonable care in the use of such space.

Section 3 - Telephone Usage

A. Union officers and stewards may use the facility internal telephone system when necessary in handling their representational duties. Local arrangements will be made so that union officials are allowed use of the facility telephones in a manner which does not cause an undue interference with the normal business of the worksite.

B. Local union presidents may use FTS for communications with the National VA Council Officers, district representatives, or the union designated national safety official for advice and guidance concerning administration of the Master Agreement in the coordination of union positions on VA issues with national implications. The district representatives and National VA Council Officers may use FTS for coordinating national level representational activities and to communicate with each other concerning Master Agreement administration matters. FTS will not

be used routinely for issues that should normally be resolved at the local level. The union officials will use FTS in a reasonable, prudent and cost conscious manner. In no instance will FTS be used for internal union business.

Section 4 - Equipment

The union officers and district representatives may be authorized the use of copying machines or typewriters at reasonable times when this equipment is not being used for normal business. Their use will be limited to communications that are of mutual benefit, such as those necessary for grievance processing or communications between the Union and management. The use of this equipment is subject to local management restrictions. This does not prohibit the Union from being authorized the use of surplus equipment.

Section 5 - Bulletin Boards

At each facility, the Union will be provided space on bulletin boards in areas normally used for communicating to employees. Numbers and locations of bulletin boards will be determined locally.

Section 6 - Interoffice Mail System

The local and its representatives may use the interoffice mail system for regular representation communications (e.g., grievance correspondence or memos to management).

Section 7 - Membership Drives

Management agrees to provide adequate facilities for membership drives at a location that will provide access to unit employees during break and lunch periods. Detailed arrangements will be negotiated at the local level.

Section 8 - Personnel Manuals

A. Any local that has not been provided a copy of MP-5, Part I; MP-3, Part III; and MP-1, Part I, will be furnished a copy at their request. The copy will be ordered by the local field station and the local will be responsible to put it together. Other pertinent manual references will be made available for union review at reasonable times if maintained by the Employer.

B. The Agency will furnish the Council a copy of the Federal Personnel Manual and provide the Council and locals access to all personnel manuals issued and maintained by the Agency, including all classification standards. In addition, as new personnel policy directives or issuances impacting on the general working

conditions of unit employees are developed by local management, a copy of such issuance or directive will be furnished to the local union.

Section 9 - The Agency agrees that where space for meals or break periods is not readily available, management will cooperate with the local Union in identifying locations where employees can spend these non-work periods.

Section 10 - Where travel to another location within the jurisdiction of a local Union is necessary for representational activities consistent with the provisions of this Agreement, and the transportation is otherwise being provided to the location for official business, the Union will be allowed access to the transportation on a space available basis.

Section 11 - Pamphlets and Rack Space

The Agency will provide space for the purpose of distributing union materials. The space will be in reasonable locations.

Section 12 - Copies of Agreement

A. The Employer will provide, at no cost, booklet copies of this Agreement, printed in type that can be read easily, to each employee on duty as of the date of this Agreement, and to all unit employees entering on duty after that date.

B. The Employer will initially provide the Council with 250 additional and each local with 20 additional copies.

C. The Employer will provide, at no cost to the Union, copies of supplemental agreements to each employee in the unit covered by the supplemental agreement.

D. The Union will translate the contract into Spanish and management will review the translation. Management will then survey the needs for copies and print as many as are necessary to serve the Spanish speaking work force. The English version will be used in resolving any contract disputes.

ARTICLE 10

EMPLOYEE RIGHTS

Section 1 - General

A. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably, and without discrimination in

all aspects of personnel management, without regard to political affiliation, union activity, race, color, religion, national origin, sex, marital status, age, or non-disqualifying handicapping conditions, and with proper regard and protection of their privacy and constitutional rights. It is therefore agreed that management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

1. Instructions and counseling will be given in a reasonable and constructive manner. Every effort will be made to provide such guidance in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private, without the knowledge of other employees, to the extent it is within management's control.

2. No disciplinary or adverse action will be taken against an employee upon an ill-founded basis, such as upon unsubstantiated rumors or gossip.

3. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal, nor be used as an example to threaten other employees.

4. No unit employee will be subjected to disciplinary and/or adverse action of any type as a result of conflicting orders issued by responsible officials as long as he/she advises the last official of the conflict and follows the latest order. If the employee is aware of any problem which may occur because of this conflict, he/she should bring this to the attention of the immediate supervisor.

Section 2 - Rights to Union Membership

Each employee shall have and shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal, to form, to join, to act as a designated representative and assist the Union. This right shall extend to participation in all union activities, including service as officers and stewards.

Section 3 - Rights to Union Representation

Management recognizes the employee's right to assistance and representation by the Union and to meet and confer with union representatives in private during duty time, consistent with Article 8 and local supplemental agreements.

Section 4 - Use of Recording Devices

No electronic recording of any conversation between a unit employee and a VA official may be made without mutual consent. When a recording is made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of it. Information obtained in conflict with this Section will not be used as evidence against any employee.

Section 5 - First Amendment Rights

Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 6 - Personal Rights

Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities. The standard of nexus shall apply.

Section 7 - Dignity and Self-Respect in Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 8 - Whistle-Blower Protection

Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law, or Executive Order, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to public or employee health or safety.

Section 9 - Unlawful Orders

Employees have the right to refuse orders that would require the employee to violate the law.

Section 10 - Counseling

A. Verbal - When it is determined that verbal counseling is necessary, the counseling will be accomplished during a private

interview with the concerned employee and the appropriate supervisor whenever possible and practical. At the conclusion of a one-on-one counseling session between a management official and an employee, if the employee is dissatisfied the employee is entitled, upon request, to a meeting between the management official, the employee, and his/her union representative to discuss the counseling. A meeting will be held as soon as possible if requested. If, after such a meeting, the employee is still dissatisfied and wishes to pursue a grievance, the employee may proceed to either Step 1 or to Step 2 of the grievance procedure. However, the provisions of this paragraph should not discourage an individual supervisor from exercising his/her discretion to include the employee's union representative during a counseling session. If there is to be more than one management official involved in a counseling session with an employee, the employee will be so notified in advance and the employee may have a union representative at the session.

B. Written

1. The written counseling will be accomplished in the same manner as specified above, except that a written statement will be given to the employee. The employee will be given two copies of any written counseling.

2. A written counseling for misconduct may only be kept or used to support other personnel actions for up to six months unless additional misconduct occurs, and then it may be retained up to one year.

3. Written counseling(s) for performance may only be retained and used beyond the appeal period of the annual performance rating to support a timely personnel action related to that rating or any timely action taken during that period.

4. In the case of probationary employees, written counselings may be kept up to the time a decision is made whether or not the employee will be continued beyond the probationary period.

C. Counselings shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. It should not be viewed as disciplinary action.

ARTICLE 11

OFFICIAL RECORDS

Section 1 - Official Record Requirements

No official personnel record may be collected, maintained, or retained, except in accordance with law, government-wide regula-

tions, agency regulations and this Agreement or its Supplements. Employees shall be advised of the nature and purpose of their Official Personnel Folder and its location.

Section 2 - Access to Records

A. Employees and/or their representatives designated in writing shall have the right to examine records personally identified to the employee (i.e., Official Personnel Folder, EEO, appeal and grievance records, etc.), position descriptions, and classification standards during normal duty hours. Employees, or their representatives designated in writing, may receive, at no cost, copies of personally identified records which have not been previously furnished. Additional copies will be provided; however, there may be a charge in accordance with VA fee schedules in effect at the time of the request.

Requests for a copy of other Agency records that are relevant and necessary for processing active appeals or grievances that are readily available and otherwise releasable will be furnished at no cost. Additional copies will be provided; however, there may be a charge in accordance with VA fee schedules in effect at the time of the request.

B. Employees' access to their own medical records maintained by the VA may be refused only if, in the sole judgement of a health care professional, their disclosure would be harmful to the mental or physical health of the individual. In such cases, the medical record(s) may be released only to an employee's representative designated in writing. There may be instances where the VA health care official may encourage the release of medical information to another health care professional.

C. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed on the left (temporary) side of the Official Personnel Folder (OPF). Nothing in this Section shall negate an employee's right to grieve any matter.

Section 3 - Outdated Records

A. All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules.

B. When Official Personnel Folders are purged, personal materials provided by the employee shall be returned to him/her (e.g., transcripts, certificates, etc.).

C. Each facility will maintain a system of follow-up to assure that any written counseling, disciplinary, or similar action with a time limit on it, is removed on the proper date and returned to the employee.

D. If any outdated or unauthorized material is accidentally left in a file, it may not be used to support any personnel action detrimental to the employee.

Section 4 - Supervisory Notes

A. Individual files on each employee not approved by the VA as an official system of records will not be kept by management officials at any level.

B. Subject to paragraph C, if supervisors make a personal decision to keep notes on employees, the notes or files: (1) must be absolutely uncirculated—they cannot be reviewed by anyone else (this includes secretaries, other supervisors, or Agency officials) and (2) must be maintained in a secure fashion in order to prevent disclosure.

C. Supervisory notes may only be used to support any action detrimental to an employee if such note(s) have been shown to the employee at the earliest available time after the entry was made and a copy provided to the employee upon request.

D. The time frames for retaining supervisory notes will be the same as for written counselings in Article 10, Section 10.

ARTICLE 12

INVESTIGATIONS, DISCIPLINE AND ADVERSE ACTION

Section 1 - General

The Agency and the Union recognize that the public interest requires the maintenance of high standards of conduct. No bargaining unit employee will be subject to disciplinary action except for just and sufficient cause. Adverse actions will be taken only for such cause as will promote the efficiency of the service. Actions based solely upon unacceptable performance will be covered under Article 32 and not this Article.

Section 2 - Definitions

A. A disciplinary action is defined as admonishment, reprimand, or suspension of 14 calendar days or less.

B. Adverse actions are removals, suspensions of more than 14 calendar days, reductions in pay or grade, or furloughs of 30 calendar days or less.

Section 3 - Progressive Discipline (Does not apply to probationary/trial or temporary employees)

The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior, rather than to punish.

Section 4 - Timeliness

Investigations and disciplinary/adverse actions shall be timely. Timeliness will be based upon the circumstances and complexity of each case.

Section 5 - The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the VA in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation. If any supervisor or management official of the VA, in advance of or during the questioning of an employee, contemplates the likelihood of disciplinary action, the employee shall be informed of his/her right to union representation prior to or before further questioning of the employee. This is not intended to interfere with the routine questions supervisors ask employees in the normal course of a workday. If the employee desires a representative, the management official will wait a reasonable period of time before proceeding.

Section 6 - Investigations

A. Before being questioned in a formal investigation, the employee will be informed as to why he/she is being questioned.

B. At the time the employee who is the subject of a formal investigation is being questioned, he/she will be informed of the nature of the allegations.

C. While being questioned or being required to provide a written or sworn statement, the employee will have the right to be represented by the Union. If an employee is the subject of an investigation, the employee will be informed of his/her right to be represented prior to being questioned or required to provide a written or sworn statement. Except in very rare and unusual circumstances, if the employee desires a representative, the investigator will wait a reasonable period of time before proceeding.

A copy of the statement of the employee will be given to the employee and/or the employee's designated representative upon request.

D. Supervisors, employees and union representatives will not, except as specifically authorized, disclose any information about an investigation.

Section 7 - Processing Disciplinary/Adverse Actions

A. An employee against whom an adverse action is proposed is entitled to 30 days advance written notice, except where the thirty days advance written notice is not required under circumstances described in OPM regulations. The notice will state specific reasons for the proposed action. The Employer agrees that the employee and his/her representative shall be given the opportunity to review the evidence on which the notice of adverse action is based and that is being relied on to support the reason(s) for the proposed action. Upon request, one copy of any document(s) in the evidence file will be provided to the employee and/or the union representative.

B. The employee or his/her representative may respond orally and/or in writing as soon as practical but no later than 14 calendar days from receipt of the proposed adverse action notice. The response may include written statements of persons having relevant information and/or other appropriate evidence. Management has the right to restrict the response time to 7 days when invoking the crime provision.

C. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown. The employer will issue a written decision at the earliest practicable date.

D. These provisions do not apply to probationary/trial or temporary employees. These employees will be given 2 weeks notice prior to separation. Such notice will include a statement of the reason for separation.

Section 8 - Hearings

When the employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present at all hearings subject to the rules of the party conducting the hearing.

Section 9 - Notification of Appeal Rights

In all cases involving an action under this Article, the Employer will, in its final decision, inform employees of their appeal/grievance rights and their right to representation. The employee will be provided two copies of the notice so that he/she may furnish a copy to the Union. The Employer will inform the union when it takes a disciplinary/adverse action against a unit employee.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1 - The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This is the exclusive procedure for resolving grievances except as provided in Sections 2 and 3.

Section 2 - A grievance means any complaint:

A. By an employee(s) or the Union concerning any matter relating to employment; or

B. By an employee, the Union or management concerning the interpretation or application of this Agreement and any supplements or any claimed violation, misinterpretation or misapplication of law, rule or regulation affecting conditions of employment.

Except that it shall not include a grievance concerning:

1. Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73 of Title 5); or
2. Retirement, life insurance or health insurance; or
3. A suspension or removal in the interest of national security under Section 7532 of Title 5; or
4. Any examination, certification or appointment; or
5. The classification of any position which does not result in the reduction in grade or pay of an employee; or
6. Decisions on Incentive Awards.

Section 3

A. Under 5 USC §7121, the following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both:

1. Actions based on unsatisfactory performance (5 USC §4303)
2. Adverse actions (5 USC §7512)
3. Discrimination (5 USC §2302 (b)(1))

B. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

C. An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

Section 4 - If either party considers a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. The Agency must assert any claim of non-grievability or non-arbitrability no later than the Step 3 decision.

Section 5 - The only representative an employee may have under this procedure is a union representative or a representative approved in writing by the Union. An employee may pursue a grievance without union representation, but the adjustment must be consistent with the terms of the Agreement and the Union must be given an opportunity to be present at each step when an adjustment is made.

Section 6 - Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the VA. Reasonable time during work hours will be allowed for employees and union representatives to discuss, prepare for and present grievances, including attendance at meetings with management officials concerning the grievances, consistent with Article 8 and local supplemental agreements.

Section 7 - Employees and/or their representative are encouraged to discuss issues of concern to them, informally, with their supervisors at any time. Likewise, employees and/or their representative may request to talk with other appropriate officials about items of concern without filing a formal grievance if they choose. The following steps will be followed when a grievance is initiated.

Step 1. An employee and/or the Union shall present the grievance to the immediate or acting supervisor in writing within 30 calendar days of the date that the employee or

Union became aware or should have become aware of the act or occurrence. The immediate or acting supervisor will make every effort to resolve the grievance immediately but must meet with the employee/representative and provide a written answer within 14 calendar days of receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Service/Division Chief, or designee, in writing, within 7 calendar days of the Step 1 supervisor's decision. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The Service/Division Chief, or designee, shall meet with the employee and his/her representative and provide an answer, in writing, within 10 calendar days.

Step 3. If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union shall submit the grievance to the Director, or designee, in writing, within 7 calendar days of receipt of the decision of Step 2. The Director or designee, will meet with the aggrieved employee and his/her representative within 7 calendar days to discuss the grievance. The Director or designee will render a decision, in writing, to the aggrieved party and the Union within 10 calendar days after the meeting.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 14.

NOTE 1 - For VCS employees, Step 2 will be eliminated at those facilities where two levels of supervision are not present. In Step 3, the Veterans Canteen Service Field Director, or his/her designee, will be the deciding official.

NOTE 2 - For National Cemetery System employees where there are two levels of supervision, the immediate supervisor will be the appropriate official at Step 1, Step 2 will be eliminated, and Step 3 will be the Cemetery Director. Where the Cemetery Director is the only level of supervision, the time limits of Step 1 will apply to grievances pursued to the Director and his/her decision may be pursued directly to arbitration in accordance with Article 14.

NOTE 3 - At any step of the negotiated grievance procedure, when any management deciding official designates someone to act on his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

NOTE 4 - For VA Central Office unit employees, the following officials will replace those mentioned in the respective steps:

Step 1 - Immediate supervisor

Step 2 - Service Director (or equivalent), or designee

Step 3 - Department or Staff Office Head, or designee

NOTE 5 - It is agreed that grievances should normally be resolved at the lowest level possible. However, there will be times when a grievance may be more appropriately initiated at the second or third step of the procedure, (e.g., when a disciplinary action is taken by a Service Chief or higher level, or when the supervisor at the lower level clearly has no authority to resolve the issue, or when the Union grieves an action of a management official other than a Step 1 supervisor). When a grievance is initiated at a higher step, the time limits of Step 1 will apply.

NOTE 6 - Grievances over actions taken by VACO officials against field station employees may be grieved directly to arbitration in accordance with Article 14. The request for arbitration in such cases should be made by the local union president, or designee, to the Director, clearly setting forth the basis for the grievance and the corrective action being requested. The parties may coordinate an effort for informal resolution prior to the actual arbitration.

NOTE 7 - Local management-initiated grievances shall be filed with the local union president, or designee, and shall constitute Step 3 of the negotiated grievance procedure. Such grievances must be filed within 30 calendar days of the act or occurrence or when management became aware of, or should have become aware of, the act or occurrence.

Section 8 - Time limits at any step of the grievance procedure may be extended by mutual consent of the parties.

Section 9 - Should management fail to comply with the time limits at Step 1, the grievance may be advanced to Step 2. Should management fail to comply with the time limits for rendering a decision at Step 2, or Step 3, the grievance shall be resolved in favor of the grievant, provided that: (1) receipt of the grievance had been acknowledged by management at the appropriate step in writing and (2) the remedy requested by the grievant is legal and reasonable under the circumstances of the grievance.

Section 10 - Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.

Section 11 - Grievances between the Agency and the Union at the national level shall be filed by the aggrieved party as follows:

A. Within 30 calendar days of the act or occurrence, (or within 30 days of the date the party became aware or should have become aware of the act or occurrence), the aggrieved party (VA Central Office or the National VA Council) may file a written grievance with the other.

B. Upon receipt of a grievance, the parties will communicate with each other in an attempt to resolve the grievance. A final written decision, including any position on grievability or arbitrability must be rendered by the respondent within 45 days of receipt of the grievance. If a decision is not issued in 45 days or if the grieving party is dissatisfied with the decision, the grieving party may proceed to arbitration in accordance with Article 14. The time limits may be extended by mutual agreement.

ARTICLE 14

ARBITRATION

Section 1 - Only the Union or management may refer any grievance that remains unresolved after the final step under the procedures of Article 13 to arbitration. A notice to invoke arbitration shall be in writing to the opposite party. Such notice shall be made within 30 calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

Section 2 - Conventional Arbitration Procedure

A. On or after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons to act as an arbitrator. The parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone for national level grievances). If they cannot mutually agree on one of the listed arbitrators, then management and the Union will alternately strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by lot. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

B. The procedures used to conduct an arbitration hearing shall be determined by the arbitrator. Both parties shall be entitled to call and cross-examine witnesses before the arbitrator. All witnesses necessary for fair representation at the arbitration will be excused on official time if otherwise in a duty status. On sufficient advance notice from the union, management will rearrange necessary witnesses' schedules and place them on duty during the arbitration hearing whenever practical. Such schedule changes may be made without regard to contract pro-

visions on Hours of Duty. A reasonable amount of preparation time for arbitration will be granted in accordance with the provisions of Article 8 on official time and local supplementary agreements.

C. The arbitrator's fees and expenses shall be borne equally by the parties. If either party requests a transcript, that party will bear the entire cost of such transcript.

D. For single station local grievances, the site normally will be the facility where the grievance exists. At the Local's request, another site may be mutually agreed upon. If another site is used, the Local will pay the cost of the site. For grievances at the national level, VACO and the Council President will communicate to work out a mutually agreeable site for the arbitration.

E. The parties will attempt to submit a joint submission of the issue or issues to the arbitrator. If the parties fail to agree on a joint submission, each shall make a separate submission and the arbitrator shall determine the issue or issues to be heard.

F. The arbitrator's decision shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. The arbitrator will be requested to render a decision as quickly as possible. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

G. An arbitrator's award shall have only local application unless it was a national level grievance or the matter was elevated to the national level under procedures set forth below. Where it is mutually agreed between the Council President and VACO within 30 days after a local has filed a notice for arbitration, an arbitration dispute will be elevated to the national level. The arbitrator has full authority to award, in his judgement, appropriate remedies including reasonable legal fees, pursuant to the provisions of Section 702 of the Civil Service Reform Act, in any case where he deems it to be warranted.

Section 3 - Expedited Arbitration

Conditions for Expedited Arbitration: notwithstanding the regular arbitration procedures of the Agreement, the following expedited arbitration procedure is hereby adopted to provide prompt and efficient handling of specified grievances:

A. Operation of Rosters

1. Arbitrators participating in the program will be placed on rosters for each state in which their office is located. A biographic sketch will be provided by the Office of Arbitra-

tion Services, FMCS, for each arbitrator listed. VACO will be provided a copy of the list(s) and biographic sketches sent to AFGE by the FMCS.

2. The local parties shall be provided the roster of available FMCS arbitrators for their area by the National office of AFGE.

3. If, in selecting arbitrators for a local roster, the parties cannot agree in regard to a particular arbitrator, they may submit a joint written request to the Office of Arbitration Services for the direct appointment of a substitute arbitrator(s).

4. Once the parties have established their roster, the National Office of AFGE shall be promptly notified in writing, and shall in turn promptly issue a written notification to the arbitrators concerned.

5. Arbitrators selected by the parties shall be placed on the rosters established by them in alphabetical order and shall be selected in turn. If an arbitrator is not available for a hearing, he/she shall be passed and not selected again until the time comes for the normal selection of that arbitrator again.

6. The parties may mutually agree to discontinue the services of arbitrators on their local rosters and select others from the regional roster to replace them.

7. The parties may mutually agree to arbitrators of their own selection who may be added to their local roster.

8. New arbitrators may be added from time to time to regional rosters by the Office of Arbitration Services.

B. Procedures and Time Limits

1. Upon receipt of an employer decision at the last step of the grievance procedure, the Union president involved may notify the Employer, in writing, of an intent to appeal to an arbitrator under the provisions of this program. The notice of intent to appeal must be within twenty (20) workdays of receipt of the Employer's decision.

2. Within twenty (20) workdays of the date of the notice of intent to appeal, the Union and Employer may confer and the Union may telephone the arbitrator who--pursuant to the rotation system described above--is scheduled for the next hearing. A written confirmation notice shall be sent to the arbitrator and a copy shall be furnished to the Employer involved.

3. The arbitration hearing shall take place on the date(s) arranged by the Union, Employer, and arbitrator, but in no

case shall it take place later than ten (10) workdays after the phone call from the Union is received by the arbitrator.

4. In those situations in which multiple grievance cases fall within the time frames described in 1, 2, and 3 above, more than one case may be presented to the arbitrator for adjudication. However, except for performance appraisal cases involving the same performance standards, an arbitrator shall not be selected for more than two (2) consecutive days of hearings. The Union and Employer may mutually agree to use a different arbitrator for different hearing days.

5. If the arbitrator is not available to conduct the hearing within the ten (10) workday limit, the next available arbitrator on the roster shall be notified until an available arbitrator is obtained.

6. If no arbitrator is available from the parties local roster, the National Office of AFGE shall be informed so that a selection may be made by the parties from the list of available arbitrators on the regional roster.

7. If no arbitrator is available from the regional roster, the parties may make a joint written request to the Office of Arbitration Services, FMCS, which shall make a direct appointment of a substitute arbitrator.

8. If no arbitrators are willing or available for expedited arbitration, the regular arbitration procedures may be utilized at the option of the moving party.

C. Subjects Covered - These procedures shall be employed for the prompt resolution of grievances involving:

1. Any element within the performance appraisals system;
2. Admonishments, reprimands, or suspensions of 14 days or less;
3. Other grievances mutually agreed to by the parties either on an ad hoc basis or under the parties local supplemental agreement, except that suspensions, discharges and adverse actions shall not be heard under these procedures unless agreed to by the grievant.

D. Conduct of Hearings

1. Upon being informed of the arbitrator to conduct the hearing, the employer may mail to the arbitrator a copy of the written record of the last step of the grievance procedure for the grievance(s) scheduled for hearing. A copy of any correspondence addressed to the arbitrator by either party in connection with cases will be submitted to the other party.

2. The arbitrator, after contacting both parties and arranging for the hearing date, time and place, shall conduct the hearing pursuant to the following guidelines:

- (a) The hearing shall be informal;
- (b) There shall be no formal rules of evidence applied;
- (c) Each party's case shall normally be presented by local representatives of the Union and employer. A VA local District Counsel representative could be used in unusual circumstances. The Union would be informed so they can consider an alternative representative;
- (d) The arbitrator shall have the obligation and authority to assure that all necessary information is brought before him/her by the representatives of the parties and shall insure that the hearing is a fair one;
- (e) If the arbitrator unilaterally, or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to require it, the case shall be referred to conventional arbitration under terms set forth in the parties collective bargaining agreement. However, the moving party may choose to have the same arbitrator hear the grievance and continue the hearing by the use of regular procedures;
- (f) No briefs shall be filed;
- (g) The arbitrator may issue a bench decision at the hearing which shall be later confirmed in writing, but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. This decision shall be based on the record developed by the parties and shall include a brief written explanation. These decisions will not be cited as a precedent by either party to the arbitration;
- (h) It shall be the responsibility of the parties to thoroughly develop and prepare cases for prompt presentation.

E. Fees, Expenses and Service of Copies

- 1. Arbitrators shall be paid a daily hearing fee which shall be the amount stated in the biographical sketch submitted to the parties by the Office of Arbitration Services.
- 2. Travel time and expenses (including meals and lodging) shall be paid when a hearing is held away from the city in which the arbitrator's office is located. Automobile expenses shall be paid at the rate of \$.18 per mile.
- 3. If the arbitrator agrees to a hearing date and the hearing is cancelled within 48 hours thereafter, the arbitrator shall be paid a cancellation fee of \$25. If a cancellation takes

place between 48 hours after scheduling and more than 48 hours prior to the opening of the hearing, the cancellation fee shall be 1/3 of the arbitrator's daily rate. If the cancellation takes place within less than 48 hours of the opening of the hearing, the cancellation fee shall be 2/3 of the daily rate.

4. All fees and expenses of the arbitrator shall be paid as follows: one-half by the Union and one-half by the Employer.

5. In connection with each case, the arbitrator will be advised by the Union and Employer of the appropriate officials to be billed.

6. Arbitrators shall be notified by the National office of AFGE of the local parties which have agreed to employ them. If arbitrators change their fees or charges, they shall promptly notify the parties and the National Office of AFGE in writing. Arbitrators shall not change any fees or add charges without giving at least thirty (30) calendar days advance written notice.

7. A copy of each award shall be sent to the National Office of AFGE and to the VA Central Office, in addition to the participants in the hearing.

8. A joint committee may be established by the parties to serve as an information collection point, to gather and schedule grievances, pay arbitration fees, monitor the efficiency of the procedure, and perform other necessary and appropriate duties.

F. Permanent Hearing Arrangement - In those locations where a sufficient number of grievances arise, or a sufficient number of bargaining units exists in proximity to each other, and parties agree to do so, a permanent arbitration system may be established. The parties and arbitrators will conform to the provisions of Sections A, B, C and D above, except as specifically provided for in the permanent system described below.

1. The arbitrator shall be scheduled for no less than one (1) day each month.

2. The hearing shall fall on the same day(s) each month. Any change of hearing day(s) shall be agreed upon by the parties and the arbitrator(s).

3. The parties shall determine whether they wish to have the same arbitrator serve as an umpire or whether they wish to rotate arbitrators from a mutually selected roster.

4. The arbitrator(s) shall be paid for the day(s) scheduled each month whether hearings are held or not in order to insure their availability.

5. The arbitrator's fee for days upon which no hearings are held shall be \$250. The fee for days upon which hearings are held shall be \$250, plus \$50 for each case heard. All fees shall be divided equally between the parties involved.

6. A joint committee shall be established by the parties to serve as an information collection point and to gather and schedule grievances and perform other necessary and appropriate duties.

7. Arbitrations shall be held in the same location each month unless mutually agreed to otherwise by the parties and the arbitrator.

ARTICLE 15

OVERTIME

Section 1 - As provided by law, work in excess of 8 hours in a workday or 40 hours in a week shall be considered overtime.

Section 2 - Employee participation in an on-call status that requires the employees to restrict their activities (such as to remain at home, leave a phone number, carry a pager, etc.) to assure that they may be reached during non-duty hours for emergency services is voluntary.

Section 3

A. Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of 2 hours of overtime pay.

B. Employees called in to work outside of their basic workweek shall not be required to perform non-emergency functions.

ARTICLE 16

DETAILS AND TEMPORARY PROMOTION

Section 1

A. A detail is the temporary assignment of an employee to a different position for a specified period of time with the employee returning to his regular duties at the end of the detail. Details are intended only for meeting temporary needs of the Agency's work requirements, when necessary services cannot be obtained by other desirable or practicable means.

B. Details of one week or more shall be recorded and maintained in the Official Personnel Folder.

C. Details shall be rotated equitably among those employees who have been determined by management to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used.

Section 2

A. Employees detailed to a higher grade position for a period of more than 10 consecutive work days must be temporarily promoted. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed 10 consecutive work days.

B. Temporary promotions in excess of 120 calendar days shall be filled through competitive procedures. Temporary promotions of less than 120 days shall be rotated equitably among those employees who have been determined by management to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used.

ARTICLE 17

TIME AND LEAVE

Section 1 - General

Employees will earn sick and annual leave in accordance with applicable statutes and OPM regulations. All leave charges shall be in increments of one-quarter hour.

Section 2 - Annual Leave

A. It is agreed that the use of accrued annual leave is an absolute right but can be taken only with the approval of the supervisor.

B. Employees may request leave without interference or coercion for any duration, for any time and in any pattern they desire. Approval or disapproval will be dependent on staffing and/or work load requirements. No arbitrary or capricious restraints will be established to restrict when leave may be requested.

C. If conflicts arise between employees' annual leave requests, they shall be resolved consistent with present practices or as otherwise negotiated in supplemental agreements.

D. When an employee requests annual leave of 40 hours or more, in conjunction with scheduled days off at the beginning and end of the leave period, management will not unilaterally change that employee's scheduled days off.

E. The Agency recognizes the needs of employees to plan vacation and personal time off. Therefore, the Agency will not cancel leave which has been approved well in advance without the consent of the employee, except for very rare and unusual circumstances.

Section 3 - Excused Absence

Supervisors should excuse without charge to leave, infrequent, brief periods of tardiness/absence if such tardiness/absence was for a good cause.

Section 4 - Sick Leave

A. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences such as when an employee:

1. Receives medical, dental or optical examination or treatment;
2. is incapacitated for the performance of duties by sickness, injury, pregnancy or confinement;
3. is required to give care and attendance to an immediate family member who is afflicted with a contagious disease—NOTE: Sick leave requests because of a contagious disease must be supported by acceptable documentation and shall be limited to the period prescribed by regulation of local health authorities or certified by a physician where health regulations do not specify the period of isolation, quarantine or restricted movement;
4. would jeopardize the health of others by being present on duty after exposure to a contagious disease.

B. It is the responsibility of an employee who is incapacitated for duty to notify his/her supervisor, or designee, (or to have any responsible person make the notification for the employee) at the worksite as soon as possible but no later than 2 hours after he/she is scheduled to report for duty unless mitigating circumstances exist.

An employee who expects to be absent more than one day will inform the supervisor of his/her expected date of return to duty and notify the supervisor of any change. In the case of extended illness, daily reports will not be required.

Section 5 - Documentation for Sick Leave

A. Employees requesting annual leave, leave without pay or sick leave for periods of illness of more than three consecutive days must complete an SF-71 (application for leave) and furnish satisfactory evidence of their need for sick leave upon return to duty.

In lieu of certification on the SF-71, an employee may justify his/her request for sick leave:

1. by medical certification from the VA personnel physician,
2. by medical certification from his/her personal physician or health care professional, or
3. by his/her own written statement in instances where the illness was not treated by a physician. The statement will indicate why a physician was not seen such as: remoteness of area, nature of illness, or other specific reasons.

Management may request additional information in support of any request in making a final decision to approve or disapprove the leave.

B. Where there is substantial reason to believe that an employee is abusing the sick leave entitlement:

1. the employee shall be formally counseled and advised of the possibility of future medical certification requirements should the abuse continue.
2. If the abuse continues, the employee may be required to furnish a medical certificate for each sick leave application.
3. All such cases requiring a counseling or medical certification shall be reviewed not later than six months afterward.

If no further abuse is indicated, the restriction will be removed, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.

NOTE: Employees may be required to furnish evidence of illness to support approval of sick leave for periods of less than 3 days when management has reasonable evidence that a "sick-out" has occurred. Under these circumstances, the Union will be provided, in advance, with the evidence for management's suspicion that a "sick-out" has occurred.

Section 6 - No approved leave or approved absence will be a basis for disciplinary action except when it is clearly established that the employee submitted fraudulent documentation or misrepresented

the reasons for the absence.

Section 7 - Registration and Voting

Management agrees that when the voting polls are not open at least three hours either before or after an employee's regular hours of work, he/she will be granted an amount of excused leave to vote or to register to vote, which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time. Under unusual circumstances, an employee can be excused up to a full day. Where release of an employee at the beginning or end of the day would seriously impair the operations, the supervisor, to the extent possible, shall make other arrangements to allow the employee a reasonable amount of time during the workday to vote or to register to vote.

Section 8 - Light Duty Work

When an employee is temporarily unable to perform all the duties of his/her position because of a job-incurred injury or disability, a physician will make a determination as to whether the employee is able to perform light duty and if so, the type. Such employee will not be sent home until the employer has made a reasonable effort to assign the employee to such functions.

Section 9 - Unavoidable Delay While on Official Business

When an employee is unable to return to his/her home station, through no fault of his/her own, while away on official government business, the employee will notify the supervisor as soon as possible and obtain appropriate instructions. In such instances, the employee will be paid overtime, or provided compensatory time as appropriate, for any time beyond normal duty hours that he/she is determined to be performing official duties. If the employee is unable to return to his/her duty station and must stay overnight at some other location, per diem expenses will be paid when appropriate.

Section 10 - Employee Absences for Court or Court-Related Services

Except as otherwise modified by applicable law, Government-wide regulations or other outside authority binding on the VA, where an employee is summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding, the employee shall be authorized to attend the judicial proceeding, without charge to leave or loss of VA salary* in the following instances:

- A. for jury duty;

B. to appear as a witness on behalf of the Federal, District of Columbia, state or local government;

C. to appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records;

D. to appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is either the United States, the District of Columbia, or a state or local government.

* NOTE: OPM regulations govern the requirement to turn in any fees received by an employee in the course of such proceedings.

Section 11 - Maternity and Paternity Leave

A. Leave related to pregnancy, childbirth, or care of infants may consist of sick leave, annual leave, or leave without pay, as applicable. Female employees may use sick leave only when incapacitated for duty or when undergoing examination or treatment related to pregnancy or childbirth.

B. A male employee may request only annual leave or leave without pay in order to provide care for his minor children or the mother of the newborn child while she is incapacitated due to pregnancy or childbirth.

Section 12 - Leave of Absence - Union Officials

Any employee who is a union official may request LWOP, for up to one year to serve with the Union—consistent with laws, rules and regulations. A request for an extension of leave without pay for a second year will be considered by the appropriate approving official under the same criteria.

Upon return to duty after a period of LWOP, management will return the employee to the position which she/he held prior to the leave or to a similar position at the same grade and pay within the commuting area.

Section 13 - Where an employee has a limited amount of sick leave and requests in advance a change in work schedule to meet medical or dental appointments, the supervisor should make a positive effort to accommodate such requests.

Section 14 - The VA Incentive Awards Program is an appropriate vehicle and will be utilized for recognizing exceptional services rendered by employees during emergency/inclement weather conditions.

ARTICLE 18

PARKING

Section 1 - General

Where employees are not being charged for parking that is available at the time this Agreement becomes effective, no charge will be initiated for the duration of this Agreement.

Section 2 - Local Negotiations

The parties agree that parking is an appropriate subject for local supplemental negotiations to the extent not specifically covered herein. Each proposal will be evaluated for negotiability at the time it is proposed locally.

Section 3 - Violations

An employee will receive 2 courtesy warnings and 1 counseling prior to receiving a parking citation by VA Police except where a vehicle is parked in clearly marked emergency lanes or parking spaces. All citations issued will be reviewed by the Director/ Superintendent/Manager or designee who may make a recommendation to the Federal Court. The citation or parking warnings will be purged in accordance with the VA Records Control Schedule.

Section 4 - Shuttle Service

The Agency may provide for employee use of existing or future shuttle service on a space available, first come first serve basis. If the Agency determines that the shuttle service may not be used by employees, the local union President will be notified of the reasons of the determination in writing. Local parties will remain free to mutually agree to arrangements for use of shuttle services.

Section 5 - Security

Where VA-owned parking facilities exist, the employer agrees that such facilities will be properly lighted. VA Police, when available, will provide escort, if requested, to employees in parking areas under VA jurisdiction during hours of darkness.

ARTICLE 19

POSITION MANAGEMENT AND CLASSIFICATION

Section 1 - General

A. Each position covered by this Agreement that is established or changed must be accurately described, in writing, and classified to the proper occupational title, series, code, and grade.

B. The description must clearly and concisely state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position.

C. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment and upon request.

D. The position/job description will be kept current and accurate. Significant changes to a position will be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series and grade. Incidental changes may be made in the form of pen and ink notations on the position description as requested by management.

E. An employee dissatisfied with the classification of his/her position should first discuss the problem with his/her supervisor. If the supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss his/her dissatisfaction with the Personnel Officer or appropriate staff member who will explain the basis for the classification/job grading. An employee, upon request, will have access to his/her position description, evaluation report, if available, organizational and functional charts, and other pertinent information directly related to the classification of his/her position. This informal classification review process should be completed in a reasonable period of time. If the employee still believes there is an inequity, she/he may appeal to VA Central Office or OPM as appropriate. An employee may file a classification/job grading appeal at any time through appropriate channels whether or not this informal classification review process was followed.

F. Management will meet and confer with AFGE locally on procedures pertaining to systematic position classification and special maintenance reviews.

Section 2

A. Vacant positions will not be posted until the appointing officer assures that they are authorized and properly described, evaluated, and classified according to series, title, and grade.

B. No positions will be downgraded without a thorough review.

Section 3 - Classification Standards

A. Positions will be classified by comparing the duties, responsibilities and supervisory relationships in the official position description with the appropriate classification and job grading standard.

B. The VA will apply newly issued OPM classification and job grading standards within a reasonable period of time. VA will provide the Local copies of new standards.

C. The VA will provide AFGE copies of classification standards developed within the agency for their review and comments prior to OPM approval.

Section 4 - Delegations of authority for the classification of positions in the VA will be specified in VA circulars and regulations.

Section 5 - Appeals

A. The VA will provide employees and Locals with copies of procedures for filing classification appeals through agency or OPM channels upon request.

B. Employees or their representatives are encouraged to submit their classification/job grading appeals through the local Personnel Office. The Personnel Office will forward the appeal to the VA or OPM as appropriate no later than 15 days from receipt. However, this does not preclude an employee from filing a classification/job grading appeal directly to OPM or VA, as appropriate.

C. General Schedule and Federal Wage System employees who file appeals with the agency concerning the title, series and grade, and/or coverage of their position will have their appeal decided within 60 days from the date the Appeals Office receives a completed application.

D. Employees or their representative who elect to appeal the classification/job grading of their position will be provided, on request, a copy of all pertinent information which is part of the classification/job grading appeal file.

Section 6 - Effective Date

The effective date of a personnel action brought by an appeal should not be later than the beginning of the fourth pay period

following the date of the decision.

ARTICLE 20

WAGE SURVEYS

Section 1 - Survey teams will consist of one member nominated by the local agency and one member nominated by the labor member of the local wage survey committee. Each will be selected on the basis of qualifications set forth under Federal Wage System procedures. The number of teams needed to complete the survey will be determined by the local committee.

Section 2 - The host installation designated by the lead agency will provide office space and telephone capability to local committee members and survey teams for the purpose of conducting the survey. The VA also will provide such facilities where necessary.

Section 3 - The VA will make every effort to provide official vehicles for the use of survey teams and, if necessary, for committee members involved in the survey. In the event such vehicles are unavailable, management will explore all other alternatives to provide transportation for the survey team.

ARTICLE 21

CONTRACTING OUT

Section 1 - Management agrees to comply with all provisions of OMB Circular A-76 (and with any supplements or superceding circulars or directives) and with this negotiated Agreement. Failure to abide by these provisions will be grounds for appeal of a decision to contract out, as specified under the appeals procedures outlined in the VA's Circular implementing OMB A-76 ("Policies for Acquiring Commercial or Industrial Products and Services Needed by the Government"). Action to implement any decision to contract out services will be stayed pending a final agency decision on an appeal.

Section 2 - Periodic briefings will be held with AFGE officials at the local and national levels for the purpose of providing the Union with information concerning any VA decisions that may impact on unit employees in implementing OMB Circular A-76.

Section 3 - Pursuant to OMB Circular A-76, it is agreed that activities will not be contracted out solely to meet personnel ceilings or to avoid salary limitations.

Section 4 - Management agrees to furnish the local with a copy of the schedule pertaining to reviews of commercial/industrial activities performed by unit employees at the facility represented. In addition, management will provide the AFGE headquarters with a copy of the agency-wide review schedule for all bargaining unit commercial/industrial activities. Should any of these schedules be revised, copies of the changes will also be provided.

Section 5

A. AFGE may request copies of any relevant and pertinent data in connection with the implementation of OMB A-76. After review of any such written request, the VA will provide the AFGE with the desired information, as appropriate under law and other controlling government-wide regulations.

B. The Union will be notified when A-76 bids pertaining to work performed by unit employees are solicited. Further, they will be notified of the bid opening time and location so they may attend.

C. At the time the contracting officer announces the results of any cost comparison concerning work normally performed by unit employees, the Union will be notified and copies of the detailed analysis and all documentation will be provided to the Union upon request.

Section 6 - When the Employer determines that unit work will be contracted out, the Employer will notify the Union to provide them an opportunity to request to negotiate as appropriate.

Section 7 - In the event that the VA decides that unit work will be accomplished by contract, it is agreed that no bargaining unit employee will be under the supervision of a person who is not an employee of the Federal Government.

Section 8 - The agency recognizes the "right of first refusal" required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by direct result of such contract, the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such displaced employees are qualified and does not apply when such employees would otherwise be prohibited from such employment by the Government post-employment conflict of interest standards.

ARTICLE 22

REDUCTION IN FORCE

Section 1 - The Employer and the Union recognize that unit employees may be seriously and adversely affected by a RIF, reorganization or transfer of function action.

Section 2 - In a major reduction in force, major transfer of function, or major change in duty station, the Agency agrees to notify the Union at the earliest possible date, but no later than 120 calendar days prior to the effective date. Notice will be made to the National VA Council with a copy to the president of affected locals.

NOTE: A major reduction in force is one with the potential for 150 or more employees receiving specific notices of separation under RIF procedures.

A major transfer of function is one with the potential for 150 or more employees to receive specific notices of transfer of function outside the commuting area.

A major change in duty station is one with the potential for 150 or more employees to receive a specific notice of change of duty station outside of the commuting area.

Section 3 - For all other reductions in force, transfer of function outside of the commuting area, or changes in duty station outside of the commuting area, the Agency agrees to notify the Union at the earliest possible date but no later than 60 calendar days prior to the effective date.

Section 4 - All notices per Section 2 and 3 above will be given prior to any notice to affected unit employees. Verbal notices will be confirmed in writing.

ARTICLE 23

IMPACT OF TECHNOLOGICAL CHANGE

Section 1 - Prior to agency implementation of new technology that impacts on the working conditions of unit employees, management will provide the Union with advance notification. The notification should include information concerning the nature of the new technology and what categories of employees would be affected by it.

Section 2 - At the request of the Union, they will be provided any additional information necessary to carry out their bargaining rights.

ARTICLE 24

HEALTH, SAFETY AND ENVIRONMENT

Section 1 - General

It shall be the responsibility of the Agency to establish and maintain an effective and comprehensive occupational safety and health program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970, (hereinafter, the Act), Executive Order 12196, dated February 26, 1980, and Department of Labor Regulation 29 CFR 1960, (hereinafter, Part 1960). The Agency agrees to recognize the Union's rights under Title VII of the CSRA in administering this program. The Agency shall furnish to each employee places and conditions of employment which are free of recognized hazards that are causing, or are likely to cause death or serious physical harm to the employee.

Section 2 - National Safety Representative

Management agrees to recognize one Council-designated VA employee as AFGE's national safety representative. The representative will be provided 50% official time, suitable office space within that available, and access to safety manuals and publications at the facility where employed. The representative will be authorized the use of FIS to provide advice and guidance to local presidents, district representatives, and council officers on safety issues or to deal with VA officials or non-VA parties directly involved in some active safety problem. This section does not authorize any on-site visits to other VA facilities. The VA will provide official time, tuition and travel and per diem expenses for this representative to attend up to two conferences within the 48 contiguous states, per year, that provide information pertinent to the VA safety program. Official time, travel and per diem will also be furnished for the representative to participate in the semi-annual meetings as outlined in Article 7.

NOTE: The AFGE safety representative must work out mutually agreeable arrangements for scheduling the 50% official time with local management.

Section 3 - Standards

The Agency shall comply with the recognized occupational safety and health standards issued under Section 6 of the Act and/or,

where the Secretary of Labor has approved compliance with alternate standards in accordance with Part 1960. The Agency will consult with the Union and provide the Union, upon its request, an opportunity to discuss the issues prior to the submission of any alternate standards to the Secretary of Labor.

Section 4 - Abatement of Unsafe and Unhealthy Working Conditions

The Agency agrees to ensure prompt abatement of unhealthy and unsafe working conditions. Once it has been officially determined that an unsafe or unhealthy working condition exists, a notice will be posted in accordance with Part 1960. When a hazard cannot be abated without the assistance of the General Services Administration, or other Federal lessor agency, the Agency shall act with the lessor agency to secure abatement in accordance with Part 1960.

Whenever the establishment cannot abate an unsafe or unhealthy working condition within 30 calendar days, it shall prepare an abatement plan with the cooperation of the establishment's Safety and Health Official or a designee. Such plan shall contain a proposed timetable for abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working condition. When abatement action is dependent upon GSA or other lessors, the abatement plan must be prepared in conjunction with these facility safety committee members, and all personnel subject to the hazard shall be advised of interim measures in effect, and shall be kept informed of subsequent progress on the abatement plan. Prior to the establishment of the official abatement plan, the establishment safety and health official will request that the supervisor take interim steps for the protection of the employees. The supervisor shall comply with this request.

Section 5 - Employee Reports of Unsafe or Unhealthy Working Conditions

The purpose of employee reports are to inform agencies of the existence of, or potential for, unsafe or unhealthy working conditions. A report under this part is not a grievance, however, this does not preclude the employee's right to file a grievance. The Agency agrees to ensure response to employee reports of unsafe or unhealthy working conditions and will require an inspection within 24 hours for employee reports in imminent danger conditions; within 3 workdays for potentially serious conditions; and within 20 workdays for other than serious safety and health conditions. However, an inspection may not be necessary if, through normal management action and with prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately. Any employee, or representative of employees, who believes that an unsafe or unhealthy working condition exists in any workplace where such

employee is employed, is encouraged to report the unsafe condition to his/her supervisor and shall have the right to make a report of the unsafe or unhealthful working condition to the appropriate agency safety and health inspector and request an inspection of such workplace for this purpose. The Agency's inspection or investigation report shall be provided to the employee, union and committee members within 15 days of inspection. (NOTE: inspection may not be needed.) Although the Secretary of Labor encourages employees to use agency procedures in achieving abatement of hazardous conditions, employees may file reports directly to the Secretary.

Section 6 - Imminent Danger Situations

The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.

However, in these instances, the employee must report the situation to his/her supervisor or the next higher level supervisor who is available immediately. If the supervisor believes the condition or corrected condition does not pose an imminent danger, then the supervisor shall request an inspection by an agency safety officer as well as contact the designated union representative. A union representative shall be afforded the opportunity to be present at the time the inspection is made. If the safety officer decides the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Any refusal to perform such assignment after the safety officer's decision or written instructions to return to work might be cause for discipline. However, continued refusal by the employee at this point would be justified if there was a reasonable basis for the employee to believe the imminent danger still exists. It is also understood that at any time the management official finds there is an immediate danger, the employee will not be obligated to return to the assignment until the imminent danger is removed.

Section 7 - Training

The Agency shall provide appropriate safety and health training for employees; including specialized job safety and health training, appropriate to the work performed by the employee. Such training also shall inform employees of the Agency occupational safety and health program, with emphasis on their

rights and responsibilities. (The Agency further agrees to provide union designated members of safety committees with training in accordance with 1960.58 in order for them to carry out their assigned committee responsibilities.) Management will also provide training for union representatives in accordance with 1960.59(b) that will enhance the effectiveness of the safety program.

Section 8 - Inspection

The term "inspection" means a comprehensive survey of all or part of a workplace in order to detect safety and health hazards. Inspections are normally performed during the regular work hours of the agency, except as special circumstances may require.

Inspections do not include routine, day-to-day visits by agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

A union representative shall be given the opportunity to accompany the Regional Safety and Fire Protection Engineer during the annual physical inspection of any workplace as well as the official who conducts an inspection in response to a report made by a bargaining unit employee or the union of any unsafe or unhealthful condition. The union representative shall also be given the opportunity to accompany an OSHA inspector at any time.

Section 9 - Allegations of Reprisal

The Agency agrees that no employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities, or because of the exercise by an employee, on behalf of himself/herself or others, of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, or Part 1960.

Section 10 - Work Related Injuries

Employees must report any and all injuries on the job to their supervisor. The supervisor will take appropriate action to insure that: (a) the employee has an opportunity to report to the Personnel Physician or his/her personal physician for treatment, completion of necessary reports, etc.; (b) Personnel Service is promptly notified to ensure timely processing of necessary reports and employee claims. The Agency agrees that assistance will be given to employees in preparing necessary forms and documents for submission to Office of Workers' Compensation Programs (OWCP) and that employees will be informed of their rights under the Federal Employee's Compensation Act, as amended in 1974.

An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limits as may be prescribed by the treating physician or the Personnel physician as appropriate. In this regard, no such employee will be returned to duty when, in this physician's opinion, this would aggravate his/her illness or injury. In the event that such employee's supervisor does not have light work which meets this physician's stated limitations for the employee, the supervisor will make a good faith effort to locate light duty work within the facility which the employee can perform. If no light duty work is available, the employee will be placed on continuation of pay, if eligible, or in an appropriate leave status. The Union has the right to represent any unit employee at any stage of this procedure (consistent with Article 8 or local supplemental agreements).

Section 11 - Protective and Safety Equipment

The Agency shall in accordance with the Occupational Safety and Health Act, Executive Order 12196, and Part 1960 acquire and maintain approved personal protective equipment, safety equipment and other devices as necessary to provide protection of employees from hazardous conditions encountered during the performance of their official duties.

Section 12 - New Equipment or Machinery

The employer will ensure that employees have been oriented on the use of new equipment or machinery and will ensure that this equipment or machinery has been inspected, when required, for safety before initial use.

No employee, other than qualified personnel, shall be required to perform repair work on or about moving or operating machines. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation. Qualified personnel shall not be required to perform any maintenance while the machine is in operation where it can be shown that there is substantial risk of injury or a feasible alternative exists.

Section 13 - Work in Remote Areas or Enclosed Spaces

No employee shall be allowed to work in an area beyond the visibility of others, without periodic checks being made by the supervisor, other employees, or security personnel. No employee shall be allowed to work in confined or enclosed spaces without either mechanical or natural ventilation without having someone posted outside equipped with necessary protective equipment to effect a rescue safely. When work is required to be performed in areas where flammable or toxic vapors may exist, all such areas shall be maintained so that vapor levels remain within acceptable OSHA safety standards.

Section 14 - Field Federal Safety and Health Councils

Where a Director of a VA facility chooses to participate in Field Federal Safety and Health Councils, such participation shall be governed by subpart K of 29 CFR, Part 1960.

Section 15 - Safety and Health Records

The Agency agrees to compile and maintain records required by the Occupational Safety and Health Act and the VA Safety and Health Program. The Agency agrees to ensure access by employees, former employees, and union representatives to records/logs of facility occupational injuries and illnesses and to the annual summary of these, in accordance with Part 1960 consistent with Freedom of Information (FOIA) and Privacy Act requirements.

Section 16 - Changes in the Worksite

Wherever management decides to alter the physical work site of employees represented by the Union, the union local will be notified in advance, and provided information concerning potential impact on bargaining unit employees. During the course of any alterations to the work site, the Agency will insure that all employees are fully protected against safety and health hazards which might result from such alteration/construction. In no case will employees suffer any loss of pay or benefits as a result of such alterations/construction.

Section 17 - Occupational Health Program

The employer agrees to maintain an employee occupational health program and to provide the following services:

A. Emergency diagnosis and initial treatment of injury or illness that becomes necessary during working hours and that is within the competency of the professional staff and facilities of the health service unit. If the injury or illness is job related and the above-described services are not available, the employee will be transported to the appropriate medical facility.

B. Provisions for special health examinations for specific categories of employees whose work environment presents peculiar health hazards.

C. Individual facilities may provide diagnosis and/or screening tests and health educational programs for unit employees as a health service. It is understood by the parties that these services are subordinate to the Agency's mission. These services will be subject to management's determination of available resources.

D. Referral, upon their request, of employees to private physicians, dentists, and other community health resources. An employee will be expected to notify his/her supervisor of his/her intention to seek medical treatment in a health unit. When this is not feasible, the employee may report directly to the health unit or person authorized to render emergency care.

ARTICLE 25

HAZARDOUS DUTY PAY & ENVIRONMENTAL DIFFERENTIAL

Section 1 - Environmental Differential (Federal Wage System)

A. In accordance with the criteria set forth in FPM Supplement 532-1, the appropriate environmental differential will be paid to an employee who is exposed to unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories in Appendix J.

B. If at any time an employee and/or the union believes that differential pay is warranted under FPM Supplement 532-1 and Appendix J, the matter may be raised at Step 3 of the negotiated grievance procedure.

Section 2 - Hazardous Duty Pay (General Schedule)

A. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550, Sub-part I).

B. It is recognized that a determination must be made regarding whether the physical hardship or hazardous duties were used to determine the grade of the position. Upon request, the Agency shall inform the employee or the Union whether or not such duties were taken into account in establishing the grade of the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

ARTICLE 26

RESEARCH PROGRAMS & DEMONSTRATION PROJECTS

Section 1 - Definitions

A. "Research program" means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems.

B. "Demonstration project" means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

Section 2

A. Upon notification from OPM, other Federal Agency or other public and private organizations concerning a research and demonstration project the VA will notify the Union.

B. The VA agrees not to enter into any research or demonstration project affecting unit employees without first meeting its obligation to consult or negotiate with the Union.

C. In conjunction with negotiations and consistent with applicable laws and Government-wide regulations, the employer will grant any reasonable request of the Union for information concerning the research or demonstration projects.

Section 3 - Whenever the Agency submits to OPM an evaluation report concerning a research or demonstration project affecting unit employees, the Union will be provided an opportunity to submit its views in an accompanying report.

Section 4 - The parties further agree that to the extent permissible under applicable laws and regulations, the Union shall be given access to all data and reports of research studies provided to the VA by OPM or other Federal Agencies which concern research or demonstration projects affecting unit employees.

ARTICLE 27

TIMELY AND PROPER COMPENSATION

Section 1 - Employees are entitled to timely receipt of all wages earned by them for the applicable pay period.

Section 2 - If the checks do not arrive in time for regular distribution, the VA will contact the Treasury so that duplicate checks can be printed and forwarded to the facility in the most expeditious manner.

Section 3 - Whenever there is a delay, management will distribute the checks as soon as possible after their receipt.

Section 4 - Whenever agency error results in a failure of an employee to receive full salary payment on time, the Agency will take immediate action to expedite payment to the employee. This might include payment from petty cash, duplicate checks, partial checks, etc. to the extent they may be authorized. This would not apply to errors that are routinely corrected through payroll adjustments.

ARTICLE 28

EQUAL EMPLOYMENT OPPORTUNITY

Section 1 - Policy

The Agency and the Union agree that discrimination in employment because of race, color, religion, sex (including sexual harassment), national origin, age (40 years of age and over), or non-disqualifying handicap is prohibited.

Section 2 - The Equal Employment Opportunity/Affirmative Action Program

The VA's Equal Employment Opportunity/Affirmative Action (EEO/AA) Program shall be designed to promote equal employment opportunity in every aspect of agency personnel policy and practice in accordance with applicable law and Government-wide rules and regulations. The program shall include but not be limited to:

- A. providing reasonable job accommodations for handicapped employees;
- B. reviewing selection processes and staffing procedures established by the Agency to identify those which are inconsistent with governing Federal EEO rules and regulations and taking actions consistent with such rules and regulations in those instances where adverse EEO impact is found;
- C. procedures that would allow for the redesigning of jobs, where feasible and desirable to achieve the Agency's mission, to utilize to the maximum extent possible the present skills of employees;
- D. making reasonable accommodations to the religious needs of employees when such accommodations can be made without undue hardship to the conduct of Agency programs; and
- E. commitment to the prevention of sexual harassment.

Section 3 - Affirmative Action Program Plans

A. Prior to submitting the national Affirmative Action Plan to EEOC for approval, the Agency will negotiate, as appropriate, with AFGE at the national level.

B. Prior to submitting local Affirmative Action Plans to VACO or EEOC, local management will negotiate, as appropriate, with AFGE at the local level.

Section 4 - Information, Data and Reports

A. The Agency agrees to provide employees access to written information describing the discrimination complaints process and their installation's affirmative action plans as submitted to OPM/EEOC or their successor agencies.

B. The Agency agrees to the timely posting of the names, pictures, and office telephone numbers of EEO Counselors on designated installation bulletin boards.

C. VACO agrees to provide the Union with copies of the National EEO/AA Program plans, and Reports of Accomplishments submitted to EEOC, including statistical data as provided therein.

D. Each installation preparing EEO/AA Program plans will provide a copy of their local EEO/AA Program plans and Reports of Accomplishments including statistical data as provided therein, to the appropriate local union representative. In addition, management will provide the local with a current list of its facility EEO Counselors and will update the list as necessary.

Section 5 - EEO Counselors

A. The parties agree that proper training will be provided to designated EEO Counselors consistent with appropriate EEOC regulations.

B. The Agency will assure that EEO Counselors are available and accessible to employees who may have a discrimination complaint.

C. The Union, at the local level, may recommend employees for EEO Counselor positions.

D. Employees shall choose from available designated EEO Counselors for the facility to pursue their complaint.

E. The Union representative, designated in writing by the EEO complainant will have the same access to information as the complainant.

F. Training on the subject of sexual harassment will be included in VA's training programs provided to EEO Counselors.

Section 6 - Special Emphasis Program Managers

Management will request nominations from the local Union when management is considering individuals to serve as Federal Women's and Hispanic Employment Program Managers to serve on a collateral duty basis.

Section 7 - Complaints

A. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.

B. EEO Counselors will fully advise employees who seek their assistance of the procedures involved in processing an EEO complaint under the Statutory Appeals Procedure. The EEO Counselor will also advise the complainant of his/her right to file a grievance under the negotiated procedure.

C. Upon request, the Agency agrees to provide the Union existing, available statistics concerning discrimination complaints filed by employees.

Section 8 - EEO Committees

The local union will have membership on local EEO Advisory Committees. The number of union representatives on this Committee is subject to bargaining at the local level.

ARTICLE 29

UPWARD MOBILITY

Section 1 - Policy and Purpose

The goal of upward mobility is to provide maximum opportunity for employees to advance so as to perform at their highest potential.

Section 2 - Upward Mobility Programs

The extent of any installation's Upward Mobility endeavors will depend on, among other things: (a) the number of lower-graded employees having the requisite potential; (b) the number and type of target positions available which would link employee potential

with positions in support of the facility's operations; (c) available training resources; and (d) ceiling or budget constraints.

Section 3 - The Agency will identify upward mobility positions, which will be specifically described and announced as upward mobility opportunities, will be filled at a grade level which is lower than the target level and will permit the consideration of employee potential as a factor in evaluating candidates for selection. It is understood that upward mobility may also be achieved by: (a) evaluating situations where vacant positions can be filled at lower grade trainee levels; (b) identifying areas where bridge positions could be established in order to provide opportunities for employees to enhance their careers; (c) skills upgrading to supplement the existing skills of employees so that they may fully qualify for positions in other career ladders. The potential positions in category (c) would usually occur in large numbers within the facility (e.g., secretaries, stenographers, clerk-typists, etc.) so advancement opportunities could reasonably be expected.

Management will review promotion announcements to ensure that the qualifications sought of applicants are necessary for successful performance in the position (e.g., not all secretarial positions require the ability to take dictation).

Section 4 - Each facility will design an Upward Mobility program that is responsive both to employee career advancement and to the facility's staffing needs. Employees are encouraged to seek guidance from their immediate supervisor(s) or from the Personnel Office if they are interested in learning about available career opportunities. These employees will be furnished information about lines of career progression, education requirements, available job opportunities, etc.

Section 5 - Management also agrees that the Upward Mobility program can be enhanced by providing tailored guidance and training in instances where it may be beneficial to help employees to adjust. These special efforts may be made consistent with the requirements of the position, the selectee's talents and aptitudes, and within available resources.

Section 6 - The parties recognize that cross-training, where management determines that this approach is feasible, can provide a valuable opportunity for employees to broaden their experience. Each facility will review the possibility of increasing the amount of cross-training conducted within its services or divisions.

ARTICLE 30

TRAINING AND CAREER DEVELOPMENT

Section - Statement of Policy

It is the policy of the Agency to provide training and career development opportunities to employees of the bargaining unit. The Agency is responsible for ensuring that employees receive sufficient training for the purpose of performing the duties of their positions. The methods for meeting training needs will be determined by management. The parties agree that, at times, there may be major changes (e.g., reorganization, technological changes) which could render certain positions obsolete. In recognition of this, management agrees to make every effort, consistent with budgetary and staffing restrictions, to assist affected employees in the bargaining unit by providing training which could allow them to move into existing or projected vacancies. Nothing in this Section is intended to interfere with applicable merit promotion requirements.

Section 2 - Local Training Committees

The Local will be allowed membership on locally established training committees which develop training plans covering unit employees and/or consider requests for unit employee training.

Section 3 - National Training Committee

A. There shall be a joint national level Training and Career Development Committee, chaired by the Director, Executive Development and Training Service, which will be authorized to make recommendations on the formulation and implementation of training and career development programs.

B. The committee will consist of three (3) management representatives and three (3) representatives from the Union. The committee will convene at least semi-annually by conference call and may address any or all of the following as they impact on bargaining unit employees:

1. orientation sessions for new employees;
2. inservice or on-the-job training to improve the employees' capability to do their current jobs;
3. the feasibility of cross-training and rotational assignments;
4. upward mobility;

5. consider questions and issues referred by the Assistant Deputy Administrator for Personnel and Labor Relations or raised by its own members dealing with training or re-training necessitated by major technological changes. The first meeting of this Committee will be held in VACO and, if at all possible, scheduled in connection with another trip provided for in this Agreement.

Section 4 - Training Costs

A. The Agency will pay all expenses, including tuition and travel in accordance with current travel regulations, in connection with training required by the Agency for the primary purpose of improving specific employee skills, knowledges and abilities needed to perform competently in his or her current position. When such required training is scheduled during the employee's regularly scheduled work hours, he/she will be granted excused absence to attend.

B. When the primary objective of training is improvement of general skills, knowledges and abilities or career growth, approval of funds for such training by the Agency will be dependent upon whether or not the training is work-related and upon availability of funds, as well as on priorities of training needs. Additionally, approval of such training may be contingent upon an agreement by the employee to share with the Agency any attendant costs. If the course or training is job-related, the employee may request excused absence or a schedule adjustment to accommodate the educational or training program; normally, however, such activities will be accomplished during non-duty time, outside the employee's regularly scheduled work hours.

Section 5 - Training Information

Dissemination of information on Agency-sponsored training courses for unit employees may be the subject of local negotiations.

Section 6 - Notification

Employees will be promptly notified of their selection or non-selection for requested training. If not selected, the employee will be advised of the reason.

Section 7 - Labor-Management Relations Training

A. The parties agree that IMR Training is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling and information relating to Federal personnel/labor relations laws, regulations, and procedures). Training which relates to internal union business will not be conducted or attended on official time.

B. Consistent with this Section, the following amounts of official time for union sponsored labor management relations training will be granted to union representatives at each facility.

First year of Contract:

<u>Number of Bargaining Unit Employees</u>	<u>Number of Hours Available for Union Representatives</u>
100	50
200	100
300	150
400	200
500	250
600	300
700	350
800	400
900	450
1000	500
1100	550
1200	600
1300	650
1400	700 *cap

However, no one representative to exceed 40 hours.

Second and succeeding years of Contract:

<u>Number of Bargaining Unit Employees</u>	<u>Number of Hours Available for Union Representatives</u>
100	25
200	50
300	75
400	100
500	125

600	150
700	175
800	200
900	225
1000	250
1100	275
1200	300
1300	325
1400	350 *cap

However, no one representative to exceed 24 hours.

NOTE: Any steward newly appointed during the 2nd or 3rd years of the contract can receive the same number of hours that the steward he/she replaced received during the first Year. The time allowed for these replacement stewards can exceed the limits indicated above (i.e., the 24-hour individual cap as well as the overall block of time available) to the extent necessary to accommodate training for the new steward up to the number of hours his/her predecessor had received in year 1.

C. Scheduling arrangements for the use of official time for training will be determined locally, consistent with the needs of the service.

D. Costs (except for salary otherwise payable) and arrangements for the training will be the responsibility of the Union.

ARTICLE 31

DUES WITHHOLDING

Section 1 - Eligibility

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

Section 2 - Union Responsibilities

The Union agrees to:

- A. Inform management, in writing, of the following:
 1. the dues amount(s) or changes in the dues amounts;
 2. the names of the local union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld, and for certifying to management changes in allotments; and
 3. the name and address of the payee to whom the remittance checks should be made.
- B. Promptly forward completed and certified SF 1187's to the Personnel Office and SF 1188's to the Fiscal Office.

Section 3 - Management Responsibilities

It is the responsibility of management to:

- A. Process voluntary allotments of dues in accordance with this Article and in amounts certified by the Union.
- B. Withhold employee dues on a bi-weekly basis.
- C. Transmit remittance checks to the local allottee designated by the Union in accordance with this Article, as expeditiously as possible at the end of each pay period, together with 2 copies of a listing containing the following information:
 1. the name of the employee and the anniversary date of the effective date of the dues withholding;
 2. identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination.
- D. Ensure that bargaining unit employees on dues withholding, who are reassigned from one VA facility to another, but remain in the consolidated unit of recognition, will continue on dues withholding. Upon arrival at the new station, the dues withholding will be remitted to the new local at the receiving station at the rate being withheld at the prior station until the fiscal office at the new station receives a notification of a change of rate from the designated union official as described in Section 2.

Section 4 - Procedures for Withholding

Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF 1187's to the union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the Personnel office for processing. Personnel will ascertain that the employee is in the unit of recognition and forward the SF 1187 to the Fiscal Office. Dues withholding will become effective at the beginning of the next pay period if received in the Personnel office at least three (3) workdays prior to the beginning of that pay period. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of union dues will be resolved through consultations between the Personnel Officer or designee and local union officials and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the employee's dues will be withheld pending a decision on the petition.

Section 5 - Changes in Dues Amount

At any time there is a change in dues structure, the local will send a memorandum to the appropriate employer noting the amount of the change. The new amounts will be deducted starting the first pay period following receipt by the Fiscal Officer unless a later date is specified. The memorandum must be signed by one of the union officials designated to certify dues withholding forms.

Section 6 - Revocation

A. Employees may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely SF 1188 to the union representatives designated for such purpose. The union representative must certify by date and signature the date the 1188 is given to the union representative or by some other appropriate date stamping device. In order for the SF 1188 to be timely, it must be submitted to the Union between the anniversary date of the effective date of the dues withholding and 30 calendar days prior to the anniversary date.

B. The union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item (6) on the SF 1188. The entry will be initiated by the union official, who will then deliver the form to the Fiscal Officer prior to the close of business of the Friday following the date entered in Item (6). If, through error of the Union, a form 1188 is received in the Fiscal office later than the agreed to date, the Fiscal office will process the form at the

earliest possible time, but no later than the first pay period following receipt. Union representatives may be in a duty status while receiving and processing the SF 1188, and will be released from normal duties to carry out these duties under local release procedures.

NOTE: The procedure for submitting 1188's through union representatives in accordance with this Section will begin 90 days following the effective date of the Agreement.

Section 7 - Anytime management officials request the Fiscal office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (i.e., promotion, reassignment, etc.), a copy of such request shall be provided to the Union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

Section 8 - All payroll deductions and transmittals will be made at no cost to the Union.

ARTICLE 32

PERFORMANCE APPRAISAL SYSTEM

Section 1 - The purpose of this Article is to provide a system for evaluating an employee's performance based on objective criteria related to the employee's position while enhancing the efficiency of agency operations by motivating employees to perform their jobs effectively.

Section 2 - The performance appraisal system and the parts that make up the system as applied to the bargaining unit employees will permit the accurate evaluation of job performance on the basis of objective criteria and will be fair, reasonable, equitable and job-related. The results of performance appraisals will be used as a basis for other personnel management actions including training, promotions, rewards, reassignments, reductions-in-grade, retaining and removing employees.

Section 3 - Definitions

It is understood that these definitions shall be interpreted so as not to be inconsistent with Chapter 43, Subchapter I, of Title 5 of the US Code and Part 430 of Title 5 of the CFR.

For the purpose of this Article, the following definitions will apply:

- A. A key responsibility is any major component of an employee's job that is encompassed by the official position description.
- B. A critical element is a responsibility of such importance that if it is not performed adequately, acceptable performance of the job as a whole is not possible.
- C. A non-critical element is a key responsibility that is not critical, but is necessary to measure in order to evaluate the employee's performance in other major components of the job.
- D. A performance standard is a statement of requirements measuring various levels of achievement for critical and non-critical elements. They may include, but are not limited to, elements such as quantity, quality and timeliness.
- E. A performance plan is made up of the designated critical element(s), other key responsibilities, and associated performance standards for any given rating period.

Section 4 - Procedures for Developing Key Responsibilities and Performance Standards

A. Critical element(s), other key responsibilities, and performance standards will be established, in writing, for each position at the beginning of each appraisal period. They will be consistent with the duties and responsibilities covered in each employee's position description. This does not preclude modifications to or additions to the performance plan during the appraisal period. The employee will not be rated against these modifications or additions for a reasonable period of time, which will be dependent upon the degree of modification or the nature of the addition. The immediate supervisor will clarify, explain, or answer any questions or concerns the employee may have regarding the critical elements, key responsibilities or performance standards of his/her position.

B. Performance standards will be established in accordance with 5 USC §4301, ^{^t.} ~~s&t.~~ and this Article. Employees will be given the opportunity to participate in the establishment of performance standards. The Union, acting as the exclusive spokesman of unit employees, will be given an opportunity to present its views and recommendations regarding the performance standards.

C. Where unit jobs are involved, the Union will be advised, in advance, of job analysis sessions which are being conducted to develop or review performance standards. The Union will be provided with an opportunity to be present at the job analysis session as an observer. If work measurement studies are to be used in formulating employees' performance standards, the Union will be notified, in advance, of the conduct of the study and be given the opportunity to bargain as appropriate.

Section 5 - Performance Rating

A. An employee's performance rating will be a result of application of standards of performance to the employee's performance on critical and non-critical key responsibilities of the employee's position. The employee will be rated only on these key responsibilities.

B. The rating of key responsibilities will include designation of one of four levels of achievement applied to each key responsibility identified on the rating form. Upon completion of the appraisal of each key responsibility, an overall rating of total performance will be designated using one of five ratings

1. Levels of achievement of individual key responsibilities.

a. Far Exceeded

- b. Exceeded
- c. Meets
- d. Fails to Meet

(Levels of achievement other than "Meets" must be documented in writing.)

2. Overall Rating - The range of rating for overall performance shall be one of the five ratings defined below. The overall rating shall be arrived at by considering the total performance of the employee by using the levels of achievements of the key responsibilities as prescribed in Section 5B.1. above.

The ratings are:

- a. Outstanding
- b. Highly Satisfactory
- c. Satisfactory
- d. Marginal
- e. Unacceptable

Each employee will be given a copy of the rating and any written documentation as described in B.I. above.

C. Employees will be rated annually on March 31. The rating normally will be completed within thirty (30) calendar days of the March 31st date. If an employee does not spend a sufficient amount of time in the performance of regular duties during a performance rating period to be fairly rated against the performance standards, the employee will carry over his/her rating from the previous rating period.

Section 6 - Awards and Other Actions

A. Whenever an employee is rated Highly Satisfactory on his/her annual performance evaluation rating, the appropriate supervisory official will review the rating prior to sending a copy to the official personnel folder to determine if the employee should be recommended for a monetary award under the Incentive Awards Program. The employee will be furnished a copy of the performance rating.

B. Whenever an employee is rated Outstanding, the employee will automatically be considered for a monetary award under the provisions of the Incentive Awards Program and receive a certificate.

C. Awards for performance will be distributed in a fair and equitable manner.

Section 7 - Procedures for Applying the Performance Appraisal System

A. At the beginning of each performance appraisal period, supervisors will provide each employee with a copy of his or her performance plan. Supervisors will explain the plans to employees and answer any questions they may have.

B. Supervisors will discuss employees performance with them so that they will know the degree to which they are meeting or failing to meet performance standards. Employees should be commended for good work and counselled where improvement is necessary, this will be done on occasions as they arise in the course of day-to-day activities.

C. At least one appraisal conference will take place during the appraisal period, separate and distinct from the annual rating process, normally about midway through the appraisal period. Where necessary, supervisors will make suggestions on how an employee's performance can be improved. The supervisor who conducted the conference will prepare a written summary of the conference which will include a summarization of any suggestions or plans that were discussed with the employee for the purpose of improving deficiencies in his/her performance. The employee will be furnished a copy of the summary. Employees will be provided training and/or counseling designed to correct performance deficiencies.

D. When the annual appraisal rating is issued by the immediate supervisor, a conference will be held. A supervisor's evaluation shall make allowances for job related factors beyond the control of the employee which may have caused him/her not to have achieved a specific level of achievement.

Section 8 - Unacceptable Performance

A. This Section does not apply to temporary or probationary/trial period employees.

B. Prior to proposing a formal action to remove or demote an employee for unacceptable performance, the employee is entitled to a 90-day period in which to improve his/her performance. The employee will be given a written 90-day warning notice which will include a performance improvement plan. This plan may include provisions for such things as training, counseling, coaching, setting short-term specific job assignments and goals, regularly scheduled supervisory conferences, etc. Where warning notices are issued too near the end of the evaluation period to allow for a full 90-day warning, the official rating will be postponed.

C. If action for unacceptable performance is necessary, prior to proposing the removal or demotion of the employee, management will make a reasonable effort to locate a vacant position for reassignment or demotion which could be offered to the employee and for which the employee meets the qualification requirements and could perform with a minimum of training.

D. When management proposes an action to demote or remove an employee, a 30-day advance written notice of proposed action will be given to the employee. This will include the specific reasons for the proposed action. The employee shall receive two copies of the notice and, upon request, two copies of the evidence file. The employee will be granted 14 calendar days to respond to the notice. Extensions for good cause should be granted.

E. A final decision to take an action under this Section shall not be effective until after the end of the advance written notice period. Employees will be advised of their appeal and representation rights.

Section 9 - Silent Monitoring

The primary purpose of the monitoring of public telephone conversations is not for evaluating performance, but to ensure that complete and accurate information is courteously provided to the calling public and to determine training requirements.

ARTICLE 33

WITHIN GRADE INCREASES

Section 1

A. Applicability - This Article applies to all General and Federal Wage System, and non-appropriated fund employees in the unit of recognition and will be used in conjunction with Article 32 on performance appraisal.

B. Definitions

1. Acceptable Level of Competence - An employee will be considered to have obtained an acceptable level of competence when he/she is performing at the satisfactory level under the performance appraisal system.

2. Waiting Period - The term waiting period refers to the minimum time requirement of creditable service to become eligible for a within-grade increase.

3. Equivalent Increase - This term means an increase in an employee's rate of basic pay which is equal to or greater than the amount of one within-grade increase. An equivalent increase

is based on the step rate held by the employee before his/her advancement to the next step of the grade of his/her position. An equivalent increase does not include:

- a. a statutory pay adjustment;
- b. the periodic adjustment of a wage schedule;
- c. the establishment of special salary rates under 5 USC §5303 or 38 USC §4107(g);
- d. a quality step increase or other incentive award;
- e. a temporary or term promotion when returned to the permanent grade or step; or
- f. an increase resulting from placement of an employee in a supervisory or management position who does not satisfactorily complete a probationary period under 5 USC §3321(a)(2).

4. Within-Grade Increase - The term within-grade increase includes the step rate increases applicable to Federal Wage System employees.

C. Entitlement to Within-Grade Increases

1. The employee must have completed the required waiting period;
2. The employee must not have received an equivalent increase such as a grade promotion during the waiting period; and
3. The employee must achieve an acceptable level of competence.

Section 2

A. Communication of Performance Requirements - Employees shall be informed of the specific performance requirements that constitute an acceptable level of competence within the time frames and means of communication of performance standards established under the performance appraisal system.

B. Acceptable Level of Competence Determinations

1. Responsibility - The determination to grant or withhold a within-grade increase shall be made by the immediate supervisor. If there is no immediate supervisor, the next higher level supervisory official will make the determination.
2. Determination - Approximately 90 days prior to the completion of the waiting period, the supervisor will inform the

employee of a tentative determination based on current performance. If performance at that time is less than satisfactory, unless the employee is already under a warning period for performance, the supervisor will explain where performance is deficient and develop a performance improvement plan. The immediate supervisor shall provide the employee with an acceptable level of competence determination as soon as possible after the completion of the required waiting period. If the determination is negative, the notice shall include the following:

a. The reasons for the negative determination and the respect in which the employee must improve his/her performance, and

b. inform the employee of his/her right to request the immediate supervisor to reconsider the negative determination.

3. Reconsideration

a. Time Limits - An employee or an employee's personal representative may file a written request for reconsideration not later than 15 days after receiving the notice of a negative determination.

The time limit to request a reconsideration should be extended by the immediate supervisor when the employee shows he/she was not notified of the time limit and was not otherwise aware of it, or that the employee was prevented by circumstances beyond his/her control from requesting reconsideration within the time limit.

b. Reconsideration File - When an employee or his/her personal representative files a request for reconsideration, a reconsideration file shall be established which contains all pertinent documents relating to the negative determination including:

(1) the written negative determination and the basis thereof;

(2) the employee's written request for reconsideration;

(3) the report of investigation, when an investigation is made;

(4) the written summary or transcript of any personal presentation made; and

(5) the immediate supervisor's decision on the request for reconsideration.

<5. Written Exceptions - The reconsideration file shall not contain any document that has not been made available to

the employee or his/her personal representative. The employee will be given an opportunity to submit a written exception to any summary of the employee's personal presentation.

d. Preparation of Response - An employee in a duty status shall be granted a reasonable amount of official time to review the material to support the negative determination and to prepare a response to the determination. The employee's representative will be granted official time to assist the employee in the preparation of a response consistent with Article 8 and local supplemental agreements.

e. Final Decision - The immediate supervisor shall provide the employee within 10 days after receipt of the employee's response, a written final decision including applicable appeal rights.

Section 3

A. Continuing Evaluation Following Withholding and Redetermination

After a within-grade increase has been withheld, the immediate supervisor may grant the within-grade increase at any time it is determined that the employee has demonstrated sustained performance at the acceptable level; however, the immediate supervisor will be required to determine whether the employee's performance is at the acceptable level of competence after 26 weeks following the original due date of the within-grade increase.

B. Effective Date of Within-Grade Increase

1. A within-grade increase shall be effective on the first day of the first pay period following completion of the required waiting period and fulfillment of the other conditions of eligibility.

2. If a positive determination is delayed because of administrative error, oversight, or delay, the effective date shall be retroactive to the original due date.

3. When an acceptable level of competence is achieved some time after a negative determination, the effective date is the first day of the first pay period after an acceptable level of competence has been achieved.

4. If a negative determination is changed to an affirmative determination as a result of reconsideration, or as a result of a review under the terms of this Agreement, the within-grade increase shall be made retroactive to the original due date and all records relating to the negative determination should be destroyed.

Section 4

A. Delays of Acceptable Level of Competence Determinations

The employee shall be informed in writing whenever his or her acceptable level of competence determination is being delayed in accordance with OPM regulations. The employee shall be informed of the reasons for delay and the specific requirements for performance at the acceptable level of competence.

B. Waiver of Requirement to Make Acceptable Level of Competence Determinations

When an employee has been on duty less than 60 days during the last 52 calendar weeks of the waiting period, the acceptable level of competence determination shall be waived if the employee meets the criteria contained in CSR 531.409. This also applies to employees who are engaged in non-work related authorized activities.

ARTICLE 34

PROMOTION AND PLACEMENT

Section 1 - Purpose

The purpose of these placement procedures is to locate the best qualified candidates for vacant positions in the bargaining unit.

Section 2 - Scope

This Article shall apply to all positions to be filled within the bargaining unit. This Article shall not apply to non-bargaining unit positions.

Section 3 - Equal Employment Opportunity

All actions under this plan will be based on job-related selection criteria and will be made without discrimination for non-merit reasons, consistent with law and applicable uniform selection guidelines.

Section 4 - Canteen Employees

The VA agrees to endeavor to secure agreement with OPM (Office of Personnel Management) which would permit consideration of Canteen employees for competitive service positions.

Section 5 - Exclusions

The following are exceptions to the competitive procedures including posting under this Article:

A. Temporary promotions of less than 120 days, unless management exercises the option in Article 16 to use competitive procedures;

B. Change of duty location or shift change within the same position description and within the same facility as outlined in Section 18;

C. Reassignment or demotion within the facility to a position with no higher known promotion potential;

D. All details (except those to positions with higher known promotion potential for more than 120 days), unless management exercises the option in Article 16 to use competitive procedures;

E. Consideration or selection of:

1. Disabled veterans under CSR 315.604
2. Disabled veterans under CSR 315.707
3. Cooperative education students (FPM Chapter 308)
4. Veterans Readjustment Appointments under CSR Part 307.
5. Severely handicapped appointments under CSR 213.3102 (u) and (t).
6. Schedule A & B Excepted Appointments

F. Career and career ladder promotions. A career promotion is one without current competition when:

1. an employee was appointed or competitively selected for an assignment intended to prepare the person for progression to the target grade level of the position being filled; or
2. the employee's position is upgraded without significant change in duties or responsibilities because of the issuance of a new or revised classification standard or an earlier classification error; or
3. the employee's position is reclassified to a higher grade because of additional duties and responsibilities and the basic function of the original position continues to be a part of the new one;

G. Permanent promotion of an employee competitively selected for temporary promotion, provided the initial announcement stated a permanent promotion could result;

H. Position change due to RIF procedures;

I. Reinstatement from a re-employment priority list to a position of no higher grade and with no higher known potential than the former employee's last non-temporary position in the competitive service;

J. Repromotion of an employee to a grade from which demoted in the VA without personal cause and not at the employee's request (or to any intervening grade);

K. Placement of an employee who entered a supervisory or managerial position in the VA from a bargaining unit position and failed to complete the supervisory/managerial probationary period satisfactorily; (If the employee entered the supervisory/managerial position from a non-unit position, management will first attempt to place the employee in an appropriate non-unit position for which the employee is qualified.)

L. Promotion resulting from priority consideration granted because of failure in the past to receive proper promotion consideration;

M. Consideration or selection of a person entitled to a higher order of consideration by law, government-wide rule or regulation, or this agreement (such as: restoration after military service, placement in lieu of disability retirement, return to duty after leave without pay);

Section 6 - Vacancy Announcement/Locating Candidates

A. All positions to be filled in the bargaining unit by actions covered by this Article shall be posted unless filled under Section 5, providing for exclusions from coverage. For the same type of vacancy (title, series, and grade), a certificate may be used for up to 90 days to refer candidates without reannouncing the vacancy.

B. All announcements shall be posted consistent with the area of consideration for 10 calendar days. The announcement shall include a statement of the area of consideration. Open continuous announcements, listing entry level positions and positions in which there is frequent turnover, may be posted continuously.

C. A copy of each vacancy announcement shall be provided to the Union.

D. The union and each applicant will be notified in writing if an announcement is cancelled and will be provided with a reason for the cancellation.

E. Supervisors or other employees may file an application for employees believed to be interested but not on duty.

Section 7 - Area of Promotion Consideration

The areas of consideration will be:

FIRST - Facility-wide (including satellites within the commuting area) except:

A. This area may be made more narrow or expanded through mutual agreement.

B. Where evidence suggests that a vacancy announcement will not produce at least 3 qualified promotion candidates within the first area of consideration, the Agency may immediately expand the area of consideration.

C. For VACO unit positions, GS-12 and above, the area of consideration may be expanded initially.

In such cases (A, B, AND C above), first and full consideration shall be given to any best qualified candidates within the facility (or more narrow area) in accordance with Section 13B.

SECOND - Any other promotion candidate—or candidate required to compete—from outside the facility. This includes:

A. Promotion candidates from other VA facilities (CAO);

B. Reassignments/demotions (CAO) to positions with higher known promotion potential;

C. Reinstatements to positions at a higher grade or with higher known potential;

D. Transfers to positions at a higher grade or with higher known potential.

Section 8 - Consideration of Candidates from Other Recruitment Sources

Candidates who are neither completely excluded from these procedures by Section 5, nor covered by Section 7 may be considered only after the selecting official has given full consideration to the best qualified candidates from the first area of consideration. Therefore, while the following candidates are not covered by the competitive procedures of this Article, they

may not be interviewed or selected until after the first area of consideration:

- A. appointments from Civil Service Registers;
- B. excepted appointments not listed under Section 5;
- C. reassignments/demotions without higher known promotion potential from another VA facility (CAO);
- D. transfers at the same or lower grade without higher known promotion potential; or
- E. reinstatements without higher known promotion potential at the same or lower grade than the former employee's last non-temporary position in the competitive service (if from a re-employment priority list, then Section 5 prevails).

Section 9 - Union Observers on Panels

The Union will be given advance notice and opportunity to appoint an observer for each job analysis panel or each evaluation (rating and ranking) panel, who shall be able to speak and review all pertinent materials, except that he/she shall not make decisions.

All persons present at promotion panel meetings will conduct themselves in a reasonable and cooperative manner and are precluded from revealing information of a confidential or personal nature about any candidate which may be gained during the deliberation process and may be subject to disciplinary action if such information is divulged. This section is not intended to interfere with the disclosure of pertinent information, as legally permissible, by panel members or observers when requested in connection with the filing of a grievance, EEO complaint, or other appeal. (In order to protect the privacy of candidates, information will be provided in a sanitized form.)

Section 10 - Evaluation (Rating & Ranking) Panel

- A. When there are 5 (6 for 2 vacancies, 7 for 3, etc.) or fewer qualified promotion candidates, they will be referred in order of entry on duty date at the current VA facility to the selecting official for consideration without rating and ranking.
- B. When there are six or more qualified promotion candidates in the first area of promotion consideration, a Panel shall be convened.
- C. Promotion candidates from outside the first area of promotion consideration shall be rated by the Panel if the candidates from the first area were rated and ranked.

Section 11 - Sources of Information on Candidates

A. Once performance appraisals are available, the annual appraisals of competing candidates must be considered by the rating panel to the extent they are relevant to the rating factors/job elements for the position being filled.

B. Any awards the applicants have received must be considered by the rating panel but only to the extent they are relevant to the rating factors/job elements for the position being filled.

C. Supervisory appraisals for promotion must be job-related and will be made on VA Form 5-4667b, Supervisory Appraisal of Employee for Promotion (Specialized Category Appraisal with Narrative). These appraisals will be available for consideration by the rating panel.

D. VA Form 5-4676a, Employee Supplemental Qualifications Statement, is to be used and it will be the primary source document used to evaluate qualifications and to rate and rank candidates.

1. Employees are responsible for giving complete and accurate information and for submitting VA Form 5-4676a by close of business on the seventh calendar day after the closing date of the vacancy announcement. If the panel has not yet been convened, late supplementals will be accepted for bona fide reasons. If it is not returned within that time, the rating panel will consider only the information available from other sources described in this section.

2. The Official Personnel Folder and/or SF-171, Personal Qualifications Statement, will also be reviewed. However, the extent of the review will be that which the rating panel deems necessary.

NOTE: The procedures for use of VA Forms 5-4667b and 5-4676a may not be established by the effective date of the Master Agreement; however, these procedures will be adopted as soon as developed and not later than 9 months after the effective date of the Agreement.

Section 12 - Priority Referral

Any candidate with known entitlement to priority consideration shall be referred to the selecting official for consideration prior to the Best Qualified list being referred.

Section 13 - Determining the Best Qualified List for Referral

A. First Area of Promotion Consideration.

1. The evaluation panel will review the listing of ranked promotion candidates to determine whether a meaningful break is present. The meaningful break is where:

a. The lowest ranking candidate above the break should be able to perform the job with substantially equal success as all candidates with higher scores, and

b. The highest ranking candidate below the break should not be able to perform with substantially equal success as those above the break.

2. Promotion candidates above the break will be placed on the best qualified list for referral. If there is no break and/or there are too many candidates above the break, the six (6) highest ranking candidates will constitute the best qualified list and be referred in order of their entry on duty date at the facility.

B. In order to be referred, candidates who have to compete under the procedures of this Article and who are outside the facility shall have a rating equal to or better than the meaningful break or cutoff established by the promotion candidates within the first area of promotion consideration.

C. Length of service with the VA shall serve as a tiebreaker where one is necessary.

D. A copy of any referral list forwarded to a selecting official will be provided to the Union.

Section 14 - Interviews

A. If interviews are used, they must be job-related, reasonably consistent and fair to all candidates. Also, if interviews are used, all candidates must be interviewed if reasonably available, in person or by telephone where circumstances warrant.

B. If more than one management official is conducting the interview, a union representative may be present upon the employee's request.

Section 15 - Selection

A. Management recognizes that it is important for maintaining high morale to try to select from within the facility when the candidates are equally qualified to those candidates available from outside sources. Thus, management will agree to look closely at the relative qualifications of candidates from outside and within and shall exercise good faith in the selection.

Upon request, the Union will be provided with the reason for selecting an outside candidate in writing.

B. The Union will be notified of the candidate(s) selected, once management has made a selection for a bargaining unit vacancy.

Section 16 - Keeping Employees Informed

A. Employees who apply for and inquire about a specific promotion action will be given the following information by the personnel office or the selecting official:

1. whether they met the minimum qualification requirements;
2. whether they were in the group from which selection was made;
3. who was selected; and
4. upon request, the selecting official shall provide a verbal statement of the reason(s) why the employee was not selected and/or a written statement regarding what areas, if any, he/she should improve to increase his/her chances for future selection.

B. Upon request, an employee will be shown any record of production, or any supervisory appraisal of past performance which has been used in considering him/her for promotion. An employee is not entitled to see records on another applicant unless he/she is the selecting official, a member of the Rating Panel, or otherwise officially involved in the promotion process, or he/she has the written consent of the subject of the record or is an agency official with a need to review the record.

However, an employee and/or the Union shall have access, consistent with law, government-wide rule, or regulation, to all pertinent records used in the process of filling vacancies which are requested for the purpose of processing or filing a grievance, EEO complaint, or other appeal.

Section 17 - Career Ladder Promotions

A. Career ladder promotions are defined in Section 5F.1.

B. Promotion to the next higher grade depends on:

1. The selectee's demonstration of the ability to perform the duties of the next higher grade to the satisfaction of the supervisor;
2. The availability of enough work at the next higher grade; and

3. Meeting the minimum qualification and time-in-grade requirements.

C. When an employee is selected for a position with known promotion potential, he/she will be provided, in writing, with the date by which a determination will be made concerning a promotion to the next higher grade. If the career ladder has more than one grade of higher potential (e.g., GS-5, 7, 9, 11), a new determination date will be provided when each intermediate promotion occurs. If a determination not to promote at that time is made, a subsequent determination will be made within, but not later than, 6 months. If, through error, the determination is not made on or before the specified date, the employee will be promoted to the next higher grade (and will receive retroactive pay) effective at the beginning of the first pay period following the date originally specified, subject to the provisions in "B" and "D" of this Section. This means that an employee who should have been promoted and would have been promoted--absent the procedural error--will receive the promotion retroactively. However, failure of the supervisor to make a timely determination will not result in promotion of an employee who otherwise would not have been promoted.

D. If a position within a career ladder is abolished--or if a freeze is imposed--before the employee reaches the target grade level, management will give notice to the Union and the affected employee. The Union will be given an opportunity to bargain, as appropriate, on the impact and implementation of the decision.

E. If an employee is denied a career ladder promotion because of the unavailability of enough work at the next grade (see B.2. above), management agrees that, if an employee is to perform the work of the higher-graded position for the required amount of time during a pay period to qualify for reclassification to the higher grade, he/she will be temporarily promoted for that entire pay period.

On request, an employee's supervisor will advise him/her of the relevant standard for his/her position. If there is no established time requirement for the classification standards, 30% shall be deemed the standard.

Section 18 - Shift Change & Relocation

The parties recognize that giving consideration to seniority promotes improved employee morale and productivity. However, the parties also recognize the paramount importance of effectively accomplishing the work. Employees may request to relocate from one area of the local installation to another (or from one shift to another) in the same position (PD #) within the same service with the same advancement potential. In filling such a vacancy, seniority will be considered and the request will be granted if the employee has the requisite skills and abilities, provided such relocation would be consistent with effective and efficient

staffing. Management reserves the right to make the assignments based on other good faith considerations in assuring effective management of the work force.

Section 19 - Alternative Rating and Ranking Procedures

The parties recognize that, under existing Federal regulations, management is required to assess the validity of its selection procedures. If, at any time, management believes it necessary to use alternative rating and ranking procedures on an experimental basis in order to evaluate the validity and/or adverse impact on these negotiated procedures, management will promptly inform the Union about the need for such action. Alternative procedures will be used in a parallel fashion and not in lieu of the negotiated procedures. When it is determined that the experimental procedure is more valid or is substantially equally valid and has less adverse impact than that required under this Article, the existing procedure will be re-evaluated. The results of the study will be provided to the Union.

ARTICLE 35

DURATION

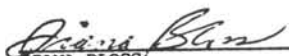
Section 1 - Effective Date

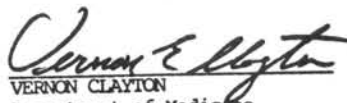
This Agreement shall become effective on the date approved by the Administrator and shall remain in effect for a period of three years.


Section 2 - Renewal or Renegotiation

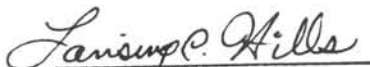
This Agreement shall be automatically renewed for one year periods, unless either party gives written notice to the other party of its intention to amend or modify this Agreement not more than 105 calendar days nor less than 60 calendar days prior to the expiration date of this Agreement.

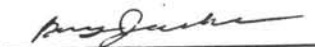
For the Veterans Administration:



DIANA BLOSS
Office of the General Counsel



VERNON CLAYTON
Department of Medicine
and Surgery



DONALD DUCHARME
Department of Veterans
Benefits



LANSING HILLS
Department of Medicine
and Surgery


BARRY JACKSON
Department of Veterans
Benefits


A. SUSAN LAWSON
Office of Personnel
and Labor Relations


MILTON MICHAEL
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and Surgery


KENNETH MCLEAN
Department of Medicine
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MILDRED ROBINSON
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For the American Federation of Government Employees:

Andrea C. Brooks
ANDREA BROOKS
Vice President for DVB, NVAC

Girard M. Meyers
GIRARD MEYERS
Vice President for DM&S, NVAC

Miguel Blanco
MIGUEL BLANCO
Treasurer, NVAC

Nelson Hunt
NELSON HUNT

James Pete
JAMES PETE

John Broda
JOHN BRODA

Samuel Camp
SAMUEL CAMP

Leonard Scott
LEONARD SCOTT

Richard Myers
RICHARD MYERS

Albert Vest
ALBERT VEST

Gerald Hegarty
GERALD HEGARTY

Gene White
GENE WHITE

Ferman Sullins
FERMAN SULLINS

Robert McRill
ROBERT MCRILL

Rhea Butler
RHEA BUTLER

Mel Morris
MEL MORRIS

Juan Bruno-Honce
JUAN BRUNO-HONCE

Joann Riggs
JOANN RIGGS

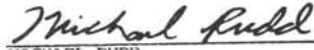
The Parties have entered into this Agreement on this 13th
day of August, 1982.

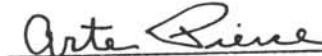
For the Veterans Administration:

For the American Federation
of Government Employees:


HOWARD STEINWANDEL
Negotiator



BRIAN DEWYNGAERT
Negotiator


MICHAEL RUDD
Assistant Deputy
Administrator for
Personnel & Labor Relations

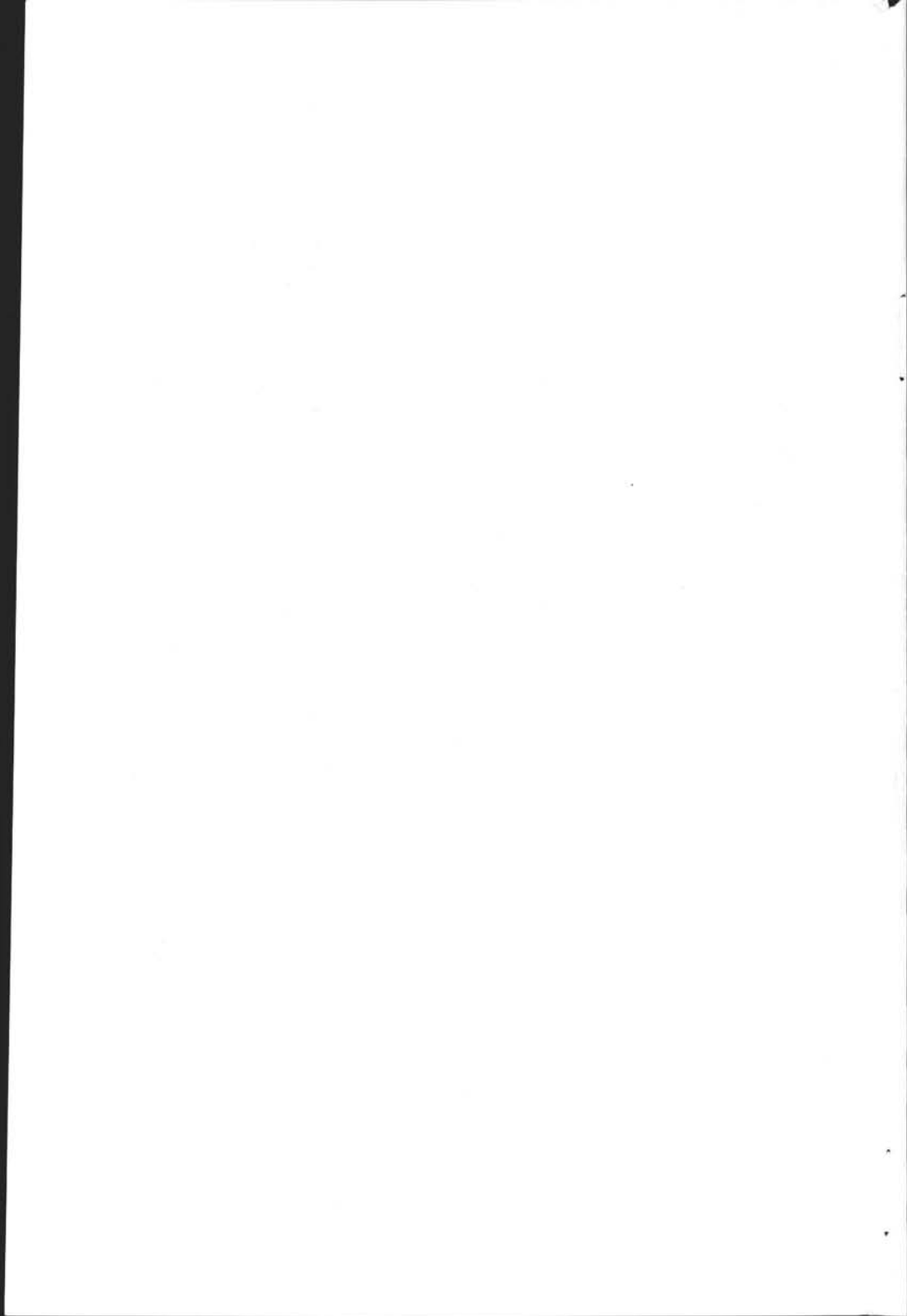

ARTE PIERCE
President, NVAC

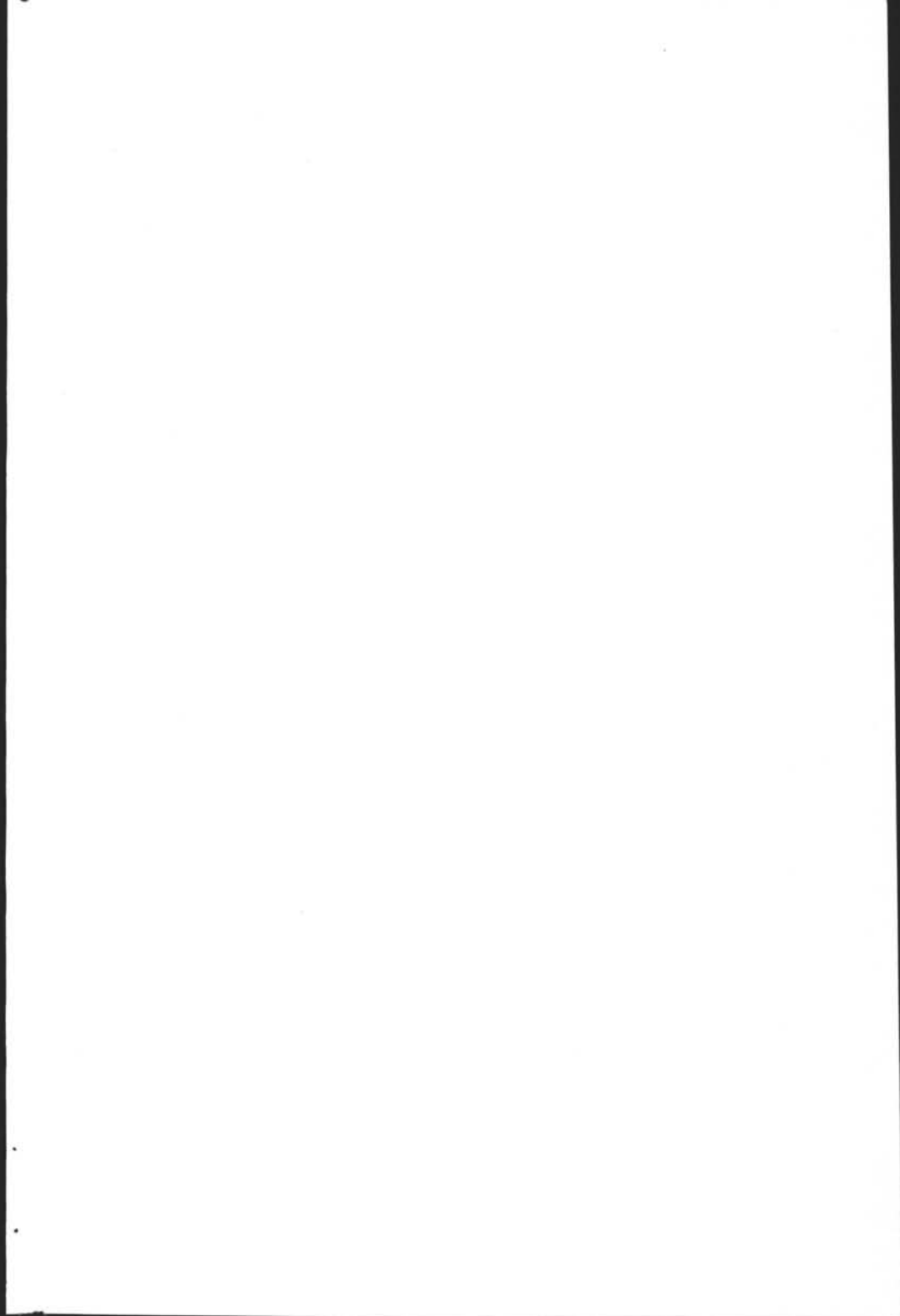
APPROVED:


ROBERT P. NIMMO
Administrator


KENNETH T. BLAYLOCK
National President, AFGE

AUG 13 1982
EFFECTIVE DATE
OF AGREEMENT





Veterans Administration
Washington DC 20420

**Master Agreement
between the
Veterans Administration
and the
American Federation of
Government Employees
August 1982
VA Pamphlet 05-68
Reprinted October 1986**