

8907

Still in effect 4/5/99



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
Battle Creek, MI 49016

April 5, 1999

In Reply Refer To: 515/05

Cynthia Bullock, Coordinator
Public Sector Agreement Collection
LIR Library
Michigan State University
100 Library
East Lansing,, MI 48824-1048

Dear Ms. Bullock:

Enclosed please find a copy of the most recently negotiated national Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees (AFGE), effective March 21, 1997. This agreement covers both professional and non-professional employees. Also enclosed is a copy of the Agreement between Local No. 1629 American Federation of Government Employees and the Veterans Administration Hospital Battle Creek, Michigan, effective November 3, 1977.

^{select part}
AFGE Local 933^{is} not associated with the VA Medical Center in Battle Creek.

If you have any questions regarding the enclosed documents, you may contact Palma Simkins, Employee Relations Specialist, at (616) 966-5600, extension 3605.

Sincerely,

Palma S. >>> Kinner
MILLICENT M. KIDDER
Chief, Human Resources Management Service

Enclosures:

Veterans Administration Hospital (Battle Creek)

AND INDUSTRIAL

- (7) all actions taken by the Chief Medical Director on the basis of Disciplinary Board recommendations;
- (8) all actions and recommendations resulting from competency reviews by a Professional Standards Board.

* * * - *wt

Section 3

Thh> negotiated procedure shall be the exclusive procedure available to the Union, Employer, and the employees in the bargaining unit for resolving such grievances, except that: (A) An aggrieved employee affected by discrimination, a removal, or reduction in grade or pay based on unacceptable performance, or adverse action may, at his/her option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. (B) An employee shall be deemed to have exercised his/her option under this section when he/she files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first.

Section 4 - Question of Grievability

In the event either party should declare a grievance nongrievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Either party agrees to raise any question of grievability or arbitrability of an issue prior to the time limit for the written answer in step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the Aggrieved party(s) to settle grievances at the lowest possible level, i.e., immediate supervisor. Reasonable time during working

hours will be allowed for employees and Union representatives to present and process grievances.

Section 6

The following procedure will be followed in processing employee grievances with Union representation.

Step 1 - The grievance may be submitted orally or in writing within 15 workdays from the date of the act or occurrence by the aggrieved employee and Union representative to the employee's immediate supervisor. The employee's immediate supervisor will meet with the aggrieved employee and, if requested by the employee, his/her representative within 5 workdays to discuss the grievance. The immediate supervisor will provide the employee with a written decision on the issue within 5 workdays after the meeting. If the grievance is submitted in writing, the grievance must contain the specific nature of the complaint, to include date and desired remedy. ... v.v, ^«.....

Step 2 - If no mutually satisfactory settlement is reached as a result of the first step consideration, the aggrieved may submit the grievance under the second step. Such notification will be in writing and must be submitted within 5 workdays of receipt of the first step decision. The grievance at step 2 will be submitted to the Division/Service Chief. If the Division/Service Chief is the immediate supervisor, the grievance will be submitted to the next higher Management Official below the Director. The Management Official receiving the grievance at step 2 will meet with the aggrieved and his/her representative, within 5 workdays of receipt of the grievance. The Management Official will provide the employee with a written decision on the issue within 5 workdays after the meeting.

Step 3 - If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved may submit the grievance to the Director, ** of effs>col"rej?ti3r's,designee, within 5 workdays of receipt of the decision of

Section 2

Only the AFGE or management may invoke arbitration. No employee may singularly bring a grievance to arbitration without the union's sanction. ,%^ <*

Section 3

After written notice by either party to the other that arbitration is desired, either party may request the FMCS to submit a list of 5 impartial persons qualified to act as an arbitrator. Upon receipt of such list, management and AFGE shall meet to select an arbitrator. If agreement is not reached, beginning with the moving party, each side shall strike one name from the list in turn. The name remaining, after each has struck two, shall be selected as the arbitrator.

Section 4

The parties will jointly prepare the issue to be decided by the arbitrator and each will individually prepare a suggested remedy. If the parties cannot agree on the issue to be resolved, each side may submit a summary of the issue. Nothing in this agreement shall preclude the parties from resolving the grievance during any of these meetings. The arbitrator will hear the case under procedures decided by him/her and make an award.

Section 5

Arbitration hearings will be held during regular duty hours. Employees who are grieved and necessary employee witnesses, otherwise in a duty status, will be allowed to participate without charge to leave.

Section 6

The costs of the arbitrator and his/her expenses will be borne equally by the parties.

Section 7

The arbitrator will be required to render his/her decision within 30 days.

Section 8

Either party may appeal the arbitrator's award to the FLRA in accordance with their regulations.

Section 9

Questions of grievability or arbitrability will be "referred to the arbitrator as a threshold issue.

THIS CONSTITUTES AN INTERIM AGREEMENT BETWEEN THE PARTIES

FOR THE NATIONAL VA COUNCIL, AFGE

FOR THE VETERANS ADMINISTRATION

Arte J. Deen

Michael Budd

President, National VA Council

Office of Personnel

Annika Deen
Vice-President, National VA Council
(DM&S)

Sam L. Withman
Department of Medicine & Surgery

Andia L. Cook
Vice-President, National VA Council
(CDVB)

Barry S. Jackson
Department of Veterans Benefits

/S^r [Signature]
Labor Relations Specialist, AFGE

[Signature]
Office of General Counsel

April 21, 1980

INTERIM
MEMORANDUM OF AGREEMENT
BETWEEN THE
NATIONAL VA COUNCIL, AFGE, AFL-CIO
AND
THE VETERANS ADMINISTRATION

Article 1; Purpose

1.1 This agreement provides for the establishment of orderly and mutually beneficial procedures to be followed during the interim period between the date of this agreement and until such time as a Master Agreement is finally approved for this unit.

Article 2: Unit Coverage

2.1 This agreement covers the AFGE consolidated bargaining unit for PROFESSIONAL employees, as certified by the Federal Labor-Relations Authority on February 28, 1980.

Article 3; Master Agreement Negotiations

3.1 Master Agreement negotiations will begin not earlier than September 1, 1980 and not later than September 30, 1980, except that ground rules negotiations will be initiated prior to September, 1980.

Article 4: Local Contracts

4.1 The terms of any local agreement which was in effect at the time of the consolidated unit certification shall remain in effect until final approval of the Master Agreement for this unit. This shall not apply to re-opener clauses.

Article 5: Local Contract Negotiations

5.1 All local contract negotiations, already at the bargaining table on February 28, 1980, may be reinstated for the purpose of attempting to complete a contract. These pre-impasse negotiations may not continue past May 30, 1980. Additionally, any issues before the Authority for negotiability determinations or any issues before the Panel for resolution of an impasse filed with those bodies prior to June 15, 1980 may be adjudicated and implemented until September 30, 1980. Requests for Panel assistance will include a request for a final decision and order of the Panel. Any issues before these two forums not concluded at the time Master Agreement negotiations begin or September 30, 1980, **whichever** comes first, will be considered moot and be mutually withdrawn by the parties.

5.2 Notwithstanding the terms of this agreement, local parties may negotiate changes which will bring contracts into conformance where they have been disapproved or approved with exceptions at the VA Central Office level.

5.3 Negotiation of local contracts, pursuant to an order or settlement of an unfair labor practice, may be conducted without regard to the terms of this Agreement.

Article 6: Local Bargaining Over Changes In Personnel Policies, Practices, or General Working Conditions[^]

6.1 Any local changes in personnel policies, practices or other matters affecting conditions of employment initiated by VA management at its local facilities, which are not covered by a local agreement, shall be transmitted to local union representatives. Any changes in policies or practices, which were submitted to the union local prior to the directive to discontinue bargaining at the local level, need not be resubmitted to the union. Bargaining obligations will continue over the above issues at the local level between local management officials and designated local union representatives.

Article 7: Issuance of Central Office Level Policies^{'- * * *}

7.1 Any VA Central Office policy issuances submitted to AFGE for comment, from the date of this agreement until October 15, 1980, will be subject only to consultation, consistent with national consultation rights, but not to national level negotiations.

Thereafter, the rights and obligations of Title VII apply. The VA hereby agrees not to initiate the development of new policies in response to union proposals for the Master Agreement. This does not in any way interfere with issuance of policies not in violation of the aforementioned commitment. VACO will simultaneously

forward copies of such proposed issuances to AFGE national headquarters and up to 5 AFGE designated officials. AFGE Headquarters will then have 15 days, from receipt, to respond with their comments concerning such policies. Following consideration of AFGE's comments, or after 15 days if no comments are received, the VA will be free to issue these policies subject only to bargaining with locally designated union officials concerning local application of these policies. This does not waive the union local's right to challenge, under the negotiability procedures, the compelling need of any provision of these policy issuances.

7.2 Witin 15 days of receipt of AFGE^ comments at the Central Office level, VACO management must finalize the policy;- incli&i-ng-- approval and effective date, and proceed to publication. Issuance of these policies by VACO will not in any way restrict AFGE from bargaining on matters covered by these policies during negotiation of the Master Agreement for this unit. This does not in any way preclude management from taking a position that any proposal made by the union during negotiation of the Master Agreement is non-negotiable.

Article 8: Grievance and Arbitration Procedures

8.1 Any local unit embodied in the AFGE consolidated unit, which was not covered by a grievance procedure with final and binding arbitration at the time of certification, will be covered by the grievance and arbitration procedures found in Appendix^f to this agreement.

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Article 9: Enforcement of this Agreement

9.1 If either party to this agreement believes there is a dispute over the interpretation or application of this agreement, that party shall notify the other party of the nature of the dispute within 30 days of the act or occurrence and attempt a mutually agreed-upon resolution. Absent such a resolution, either party—... may request arbitration .within the 30-day period.

9.2 The moving party shall request a list of five arbitrators from FMCS. After receipt of the list, the parties shall communicate by phone to select from the list. Starting with the moving party, the parties shall each strike one name in an alternate fashion, continuing the process until one name remains. The moving party shall notify the FMCS and the arbitrator of the selection. If either party refuses to participate in the process of selecting an arbitrator, FMCS is empowered to designate an arbitrator.

9.3 Questions of arbitrability shall be decided by the arbitrator as a threshold question.

9.4 The decision by an arbitrator shall be final and binding. The arbitrator is empowered to award appropriate relief.

9.5 The fees and expenses of the arbitrator shall be borne equally by the parties.

9.6 Bargaining unit employees determined by the arbitrator to be necessary witnesses for the arbitration proceeding shall be granted reasonable official time with appropriate travel and per diem expenses.

Article 10: Duration

10.1 The duration of this interim agreement will be from the date it is approved by the parties until a Master Agreement, is finally approved for this unit. Any grievance which is in process under Appendix A of the Agreement at the time the Master Agreement is approved may be processed to resolution under the procedures outlined in Appendix A.

*New agreement
not approved
as of 11/18/93*

11/3/80
still in effect 4/5/99
Subsequent renewals - Still
in effect 11/18/93 & 4/5/99 to
the extent it does not conflict
with the newer Public Law or
Master Agreement - see attached
letters

LABOR - MANAGEMENT RELATIONS



Veterans Administration Hospital

Veterans Administration Hospital
Battle Creek, Michigan

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AGREEMENT BETWEEN LOCAL NO. 1629
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
and the
VETERANS ADMINISTRATION HOSPITAL,
BATTLE CREEK, MICHIGAN

PREAMBLE

1. By authority of Executive Order 11491, as amended, VA Manual MP-5, Part I, Chapter 711 and a letter of recognition dated September 28, 1964, from the Director, Veterans Administration Hospital, Battle Creek, Michigan, to Local 1629, American Federation of Government Employees, the parties identified in Article I below enter into this agreement for the purpose of promoting and improving the efficient administration of the Veterans Administration Hospital, Battle Creek, Michigan, to foster union-management cooperation, and to insure employee participation in the formulation of hospital personnel policies and procedures.

2. The parties to this agreement recognize that these goals can best be accomplished through mutual understanding and respect. It is, therefore, agreed that the parties will meet and confer at reasonable times with the objective of reaching agreement on the subjects outlined in Article VI below.

ARTICLE I - Parties to the Agreement

This agreement is made and entered into in good faith by and between the Veterans Administration Hospital, Battle Creek, Michigan, hereinafter referred to as the Hospital and the American Federation of Government Employees, Local 1629, hereinafter referred to as the Union.

ARTICLE II - Bargaining Unit

Section 1: The Union is recognized as the exclusive representative of the work force of the Hospital with the exception of management officials, professional employees, supervisors, personnel officials other than

clerical, and other employees so designated by Veterans Administration Central Office.

Section 2: All employees in job categories listed in this article who are excluded from the bargaining unit may not be excluded from membership in or representation by officials of the Union, as pertains to grievance procedures, adverse actions, and EEO Complaints, unless otherwise precluded by appropriate regulations or policy.

ARTICLE III - Recognition

Section 1: The Hospital hereby recognizes that the Union is the exclusive representative of all employees in the Unit, as defined under Executive Order 11491, as amended. The Union recognizes its responsibility for representing all employees in the bargaining unit without discrimination and" without regard to Union membership with respect to grievances, personnel policies, practices and procedures or matters affecting the general working conditions subject to the express provisions set forth in this agreement.

Section 2: The Hospital and/or the Union shall not change the conditions set forth **in** this agreement and supplements, except by the methods provided herein.

ARTICLE IV - Status of Union Representatives

Section 1: It is **agreed** that Union officials shall experience no interference, coercion, restraint, discrimination, reprisal, or harassment in carrying out their legally authorized duties as defined by this agreement, nor shall the performance of **such** duties affect their performance rating. It is further agreed that the same shall pertain to any employee who is a member or wishes to become a member of the Union. In addition, the Union shall not interfere with, restrain, or coerce a member in the exercise of his/her rights under the Executive Order 11491, as amended.

Section 2: The Hospital shall recognize as Union of~

officials and representatives such persons properly certified by the Union, in writing, and will meet with such officials and representatives in the performance of their designated Union duties as often as reasonably required. The Union officials and representatives will be on official time while participating in such meetings.

Section 3: Authorized local and national Union representatives must have approval of the Hospital Director, or his designee, for the purpose of visiting the Hospital to consult with Union officials or employees.

ARTICLE V - Mutual Rights and Obligations

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

Section 2: Nothing in this agreement shall restrict the Hospital in exercising its right in accordance with applicable laws and regulations:

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



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
Battle Creek MI 49016

NQV i 81993

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. QUIKN
Chief, Human Resources Management Service

Section, 3; Nothing In this agreement shall require an employee to remain or become V member of the Union, or to pay money to the Union, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4: In prescribing regulations relating to personnel policies and practices and working conditions, the Hospital shall have due regard to the obligation imposed by Section 11* Paragraph (a) of Executive Order 11491, as amended, and right of the Union as stated in this agreement. The obligation to meet and confer excludes matters with respect to the mission of the Hospital or not within the administrative authority of the Hospital Director; its budget, its organization; the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreement providing appropriate arrangements for employees adversely affected by the irapacu of alignment of work forces or technological change.

Section 5: The job steward and the Chief Steward recognize the fact that the supervisor is responsible to higher levels of the Hospital for the quality and quantity of work in the organizational segment he/she heads. The supervisor is the key individual for the Hospital. The steward is the key individual for the Union. These two must cooperate in good faith on problems involving their assigned areas of responsibility. They must maintain *J.* fair and open-minded relationship. They must be willing to settle grievances as they arise, exercising a positive and friendly approach.

Section 6: The Hospital recognizes the right of the Union to designate job stewards and alternates. It is understood that the Union, in appointing such stewards, does so for the express purpose of improving Union-Management relationships, by helping to settle real or imaginary problems at the first possible level. It is

understood that this Union^c f, f[^] all require one Chief Steward and seventeen (17) st^{ards} and seventeen (17) alternates. The alternates are to ac, cnl> In the absence of the regular stewards. The seventeen (17) **Awards and** alternates are from the following Hospital organizational segments and normally will function on.y within these organizational confines:

Engineering and Supply	3 stewards, 3 alternates
Laundry	1 steward, 1 alternate
Fiscal, Personnel, Laboratory	1 steward, 1 alternate
Radiology, Dental, Pharmacy	1 steward, 1 alternate
Dietetics	1 steward, 1 alternate
Canteen	2 stewards, 2 alternates
Building Management	6 stewards, 6 alternates
Nursing	1 steward, 1 alternate
Rehabilitation Medicine	1 steward, 1 alternate
Medical Administration	1 steward, 1 alternate

Section 7: The Chief Steward will be responsible for servicing and assisting job stewards hospital-wide. He/she will provide service in the absence of the area steward or alternate. Employees normally will be required to utilize the services of the steward assigned to their organizational segment. The President of the Local will furnish the Personnel Officer, on a current basis, the names of all stewards and alternates and the area in which they serve. The Hospital will make space available on the bulletin board of each organizational segment to post the names of the appropriate stewards. The Union will be responsible for posting **the** names. No other employee will be allowed to act as a steward.

Section 8: The following functions are understood to constitute the full functions of any job steward so designated:

a. As requested by employees, they should make on the scene investigations of grievances and assist in the presentation of such grievances to supervisory personnel and attempt to achieve settlement. The right to investigate grievances does not include the right to **interview patients.**

18-C-111

b. They may assist the aggrieved employee in the presentation of grievances.

c. They may collect union dues, but such activity may not be carried out during working hours of either the steward or the employee concerned.

Section 9: All stewards will carry out their functions in accordance with the following standards of conduct:

a. Before attempting to act on any employee grievance, the steward will require the employee to discuss the matter with the appropriate supervisor to attempt to resolve his/her own grievance. The employee will be entitled to representation at this discussion, if he/she so desires.

b. Meetings with supervisory personnel will be held in surroundings which are as private as possible and will be conducted in a quiet and dignified manner. In no case will they be conducted in full view of patients or the general public.

c. The steward understands that this stewardship function *does not*, in any way, relieve him/her from observing all rules of conduct established by law, regulation, agency or Hospital policy. Hospital personnel are required to observe the same rules of employee conduct and are required to recognize, meet with, and work with Union stewards in a conscientious effort to obtain settlement of problems at the earliest possible state.

Section 10: Stewards, including the Chief Steward, will be authorized to leave their work areas to bring about disposition of a grievance or complaint when requested by the aggrieved employee. It is understood that such requests will be considered in light of the steward's assigned function and the conditions existing at the time. Patient care or support hereto is the first concern of all employees; therefore, a grievance must wait until the steward has completed his/her immediate duties before requesting permission from his/her supervisor to leave the immediate work area. The steward will also call the supervisor of the complainant and arrange for a mutually agreeable time **to interview** the employee who has made the complaint. The **steward's**

supervisor will maintain a "sign-out sign-in" sheet and the steward will indicate (1) time of departure, (2) destination, (3) time of return, each time he leaves the area for this purpose. Stewards will conduct their business with dispatch and will not use their offices for matters outside the scope of this agreement. Both the Hospital and the Union will advise the supervisors and stewards of their responsibilities and expected relationships to each other.

Section 11: The Chief Steward's normal tour of duty will be as close to the main business hours of the hospital as possible.

Section 12: The Hospital will, annually, furnish the Union a list of names, position titles, grades, salaries and duty stations of all employees under its jurisdiction. This information would not be disseminated by Union officials. Twice monthly, the Union will be given a list of gains and losses at this Hospital,

Section 13: Union officers, representatives or stewards will be granted reasonable time from duty without loss of pay or benefits for the purpose of receiving steward training when it is determined by the Hospital that such training will be mutually beneficial. At the Hospital's request, supervisors will be given orientation classes by Union representatives regarding the steward program.

Section 14: The Hospital may excuse Union representatives without charge to leave for training sponsored by labor organizations or the VA when such training would be of advantage to the Hospital as well as the Union. Such training may include information, briefing, and orientation relating to matters within the scope, goals, and purpose of Executive Order 11491, as amended. It could include statutory or regulatory provisions relating to pay, working conditions, work schedules, employee grievance procedure, performance ratings, adverse action appeals, as well as VA policy and the meaning or application of negotiated agreements pertaining thereto-

Section 15: Ordinarily, the training mentioned in Section 13 and 14 of this article for Union representatives will not exceed eight (8) duty hours per individual within a twelve (12) month period. The Hospital will determine the number of persons who may be given excused absences for any one training course. The Hospital shall consider requests from the Union for additional hours beyond the eight (8) hours per individual to be utilized for training purposes based upon the merits of each case.

Section 16: The Hospital agrees that the Union may designate elected or appointed representatives as delegates to any legitimate Union business activity or an appointment to a National Office that may necessitate leave of absence. The employee should make application to his/her supervisor for annual leave or leave without pay to accept the temporary appointment. The approval of such leave is predicated upon whether the employee can be spared from his/her official duties. Such requests will normally be submitted to the supervisor fifteen (15) days in advance of the day the leave would begin. Leave without pay will not exceed one year for each application.

Section 17: Union membership shall not be encouraged or discouraged by anyone acting in a supervisory capacity for the Hospital.

ARTICLE VI - Subject Areas for Negotiation

Section 1: It is agreed and understood that matters appropriate for consultation and negotiation between the Union and the Hospital are policies and procedures related to working conditions. These include such matters as health and safety, opportunities for training, labor-management cooperation, employee benefits and services, methods of adjusting grievances as they pertain to the application and interpretation of this agreement, leave administration, merit promotion procedure and assignment of employees to tours of duty. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected

12-8-41

by the impact of realignment of work forces or technological change. The parties agree that the above listing constitutes general broad area for which some proposals may be negotiable. It is a^ve^ol., however, that the Hospital has not waived its rights un^cr section 11(b) of Executive Order 11491, as amended, and reserves the right to examine individual proposals as they are submitted to determine their negotiability or to take action in accordance with its reserve rights.

Section 2: The Negotiating Committee will meet monthly. Subjects to be discussed will be given to the Personnel Officer, in writing, at least one week before the meetings. Subject matter will be confined *o discussion of policy, interpretation of regulations, application of Hospital Union Contract, etc., rather than discussion of complaints or grievances involving individual **employees**. The Personnel Officer will prepare the agenda **and** distribute copies to all members of the Negotiating Committee. Discussion will be limited to subjects contained in the agenda. The Personnel Officer will be responsible for recording and distributing the minutes.

Section 3: Matters in this category which, in the opinion of either the Union or the Hospital, are of such urgent nature that they cannot wait to be brought up at the regular monthly meeting, may be communicated, in writing, at any time.

ARTICLE VII ~ Duration, Amendment and Termination

Section 1: Following ratification by the Union, this agreement shall become effective upon the approval of the Chief Medical Director. It shall remain in effect for a period of three years from its effective date, and will be automatically renewed at the end of each three-year period following approval unless either party serves written notice upon the other of its desire to terminate this agreement. If negotiations are not concluded prior to the expiration date, this agreement shall continue in full force. Each renewal will begin a new duration period with a new effective date and a new expiration date.

Section 2: Blither party may request modification of the agreement by notifying the other, in writing, that a conference is desired for that purpose. The notice shall state the nature of the revision desired and must be given not less than sixty (60) days before the expiration of each three-year period after the effective date of this agreement. The conference shall be convened within thirty (30) days of the date of the notice. There shall be no more than one such conference during each twelve (12) month period, except upon the mutual consent of the parties. Amendments or modificationa to which the parties agree shall become effective upon the approval of the Chief Medical Director,

Section 3: Amendments to this agreement may be required because of changes in applicable laws, rules, regulations or policies issued by higher authority after the effective date of this agreement. In this event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such higher authority. Following ratification by the Union, membership such amendments will become effective upon approval of the Chief Medical Director.

Section 4; Where the Hospital or the Union desires to amend, modify or terminate this agreement, it is provided that the Federal Mediation and Conciliation Service will be given advance notice of suth intent.

Section 5: This agreement shall terminate in the event exclusive recognition is withdrawn from the Union.

Section 6: After giving the other party at least sixty (60) days but not more than ninety (90) days written notice, prior to the renewal date, either party may terminate this agreement. Except as noted in Section 5 above, the Hospital may not issue notice of intent to terminate this agreement without prior approval of the Chief Medical Director.

ARTICLE VIII ~ Assignment of Employees' Tours of Duty

Section 1: The normal tour of duty within the forty (40) hour basic workweek shall consist of five (5), eight (8) hour days, exclusive of the luncheon period, Monday through Friday. Other tours of duty constituting the forty (40) hour basic workweek may be established when adherence to the normal tour is administratively impractical, will handicap operations, or result in substantially increased costs. Those employees who work an eight (8) hour shift without specified luncheon period must be immediately available and eat their meals at their work site.

Section 2: Tours of duty will be scheduled in a fair and equitable manner based on the needs of the Hospital. Consideration will be given to employees' feelings and personal lives in the administration of work hours insofar as it is possible to do so without jeopardizing care to patients. Tours of duty will not be changed arbitrarily, and insofar as possible, employees will be given notice of any change in their work schedule at least one administrative workweek in advance.

Section 3: Except for those employees having tours of duty conforming to the regular business hours (8 a.m. to 4:30 p.m., Monday through Friday), the Hospital shall post biweekly work schedules of assigned tours for each employee not later than 4:30 p.m., Wednesday of the preceding week. The Hospital may assign additional tours to meet Hospital requirements. Ordinarily, two (2) consecutive days off will be planned. After tour of duty schedules are posted, days off may be mutually changed among employees for just and sufficient cause and with the advance approval of the supervisor.

Section 4: Except for unusual circumstances as provided in Paragraph 5 A (2) and (3) of Chapter 610, Part I, MP-5, the working hours in each day in the basic workweek shall be the same and the basic workday shall be eight (8) hours exclusive of lunch period.

Section 5: Individual temporary changes in the tours of duty shall be in compliance with applicable laws and regulations and posted in the work area prior to the beginning of the administrative work week effected, whenever possible.

Section 6: Individual temporary changes in the tours of **duty will be** distributed and rotated equitably among qualified employees and the Union representative may consult with the supervisor concerning the assignments to tours of duty. The hours of duty schedules shall be maintained by the Hospital and may be reviewed by the Union representative when representing an employee.

Section 7: Schedules may be changed to cover other than normal situations in order to provide adequate patient care or to accommodate employees as long as it is not done solely, singularly and with the intention of avoiding payment of overtime; such changes to be made one week in advance, if possible.

Section 6: The Hospital, through its supervisors, will provide an employee a reasonable amount of time for clean up and storage and protection of Government property.

Section 9: The Hospital agrees to permit employees to interrupt their work for a reasonable period, normally not to exceed ten (10) minutes, to obtain refreshments or relief from fatigue or from constant attention to duty. There may not be more than one (1) such rest period during any four (4) hour tour of duty and rest periods must be regulated to maintain adequate coverage of essential functions at all times.

Section 10: When an employee is permitted to wear his/her uniform to and from work, no time will be set aside within his/her scheduled tour of duty for the purpose of changing into or out of uniform. When an employee is not permitted to wear his/her uniform to and from work, the Hospital will grant a reasonable amount of time within his/her tour of duty to change into or out of uniform.

ARTICLE IX - Overtime

Section 1: Call back overtime shall be a minimum of two (2) hours. Employees will be compensated for performance of overtime at rates prescribed by existing VA and Civil Service Commission regulations. Overtime officially approved and performed by Wage Administration employees shall be compensated at 1-1/2 times the regular hourly rate.

Section 2: In the event of an extension of a regular work shift and it is anticipated that the overtime work period will be more than three hours, arrangements will be made by the supervisor for the employee to procure food at the end of the regular shift and each four (4) hours thereafter (except when due to the emergent nature of overtime, this is not possible.)

Section 3: Any overtime duty required of employees should be equitably distributed consistent with the needs of the service. However, overtime duty should not be required of employees when it will impair health or efficiency or cause extreme hardship.

Section 4: It is agreed that no supervisor will ask any employee to commence work before or continue to work beyond his/her regular scheduled tour of duty without the payment of overtime or compensatory time when applicable.

ARTICLE X - Annual and Sick Leave

Section 1: Annual and sick leave are the earned right of each employee. The use of annual leave is the right of the employee, subject to the approval of the supervisor and contingent upon the work load. It shall be the joint responsibility of the employee and the Hospital to insure that annual leave is not forfeited.

Section 2: Employees at this Hospital are encouraged to take a vacation for rest and relaxation of at least two (2) consecutive weeks each calendar year. During

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the rest of the year, careful consideration will be given to employees* desires and needs for shorter periods of annual leave. Supervisors will establish an orderly system which will be fair to all and will ensure that sufficient staff is available at all times to provide required services.

a. Short periods of leave (less than forty [40] hours) should be requested as far in advance as possible. In unforeseen situations, the employee cannot assume permission will be granted. The situation should be discussed with the supervisor, where possible, before the employee's shift or tour begins, or in any event, within the first two (2) hours of absence. The supervisor will consider all available facts in arriving at a decision as to how the absence will be charged.

b. Schedules will be established in each service which will provide an opportunity for each employee to plan his/her annual leave. Vacations exceeding two (2) weeks duration are permissible with the approval of the service chief concerned. Time limits will be established for selection of preferred dates. Employees will be notified at least two (2) weeks in advance of approval/disapproval of his/her preferred vacation dates-

c. Requests for leave received after a specified time will be scheduled as closely as possible to the preferred dates. No employee will be permitted to replace an employee whose dates have been established, regardless of length of service of either employee, without the mutual consent of all concerned, i.e., the supervisor and employee.

d. Supervisors will consider all factors in granting annual leave for vacation purposes. Should there be a conflict in the selection of vacation dates and the conflicting employees are unable to come to an agreement, other things being equal, it will be resolved in favor of the employee with the most total Federal Service, as determined by the service computation dates.

Section 3: When annual leave has been scheduled and approved, an employee shall not be required to change the dates of his leave, except in cases of extreme emergency.

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Section 4: Any person on scheduled annual leave will be called back to work only in the case of extreme emergency.

Section 5: In scheduling leave under Section 1 above, unless two (2) or more persons may be on leave at the same time, supervisors will ensure that no one employee because of his/her seniority, schedules all available leave around prime vacation times and holidays.

Section 6: An unavoidable or necessary absence from duty and tardiness of less than one (1) hour may be excused when the reasons for the absence appear to be adequate to the leave approving official. Unexcused absence or tardiness may be handled by either:

a. Allowing the employee to use earned compensatory time, annual leave or LWOP to cover the period of the absence. However, in this case, if the leave charge exceeds the period of absence, the employee will not be required to work during the period covered by his leave.

b_k Charging the time absent to AWOL. (Note: In order for tardiness to be a basis for disciplinary action, the time lost must be charged to AWOL; any prior tardiness that had been excused, or charged to leave or compensatory time, may be used merely to cite a pattern of tardiness.)

Section 7: The Civil Service Leave System also provides employees sick leave when they are incapacitated for the performance of their duties, for medical, dental, or optical examination or treatment and under certain other circumstances described in pertinent regulations*

Section 8: Sick leave shall be requested and approved in advance for routine visits to physicians and surgeons, dentists, practitioners in the allied arts, opticians, and for the purpose of securing diagnostic examinations, x-rays and treatment. Employees are required to give their supervisors as much advance notice as possible.

Section 9: Medical certification will not generally

be required to substantiate sick leave absences of three (3) consecutive workdays or less. If the supervisor believes sick leave is being abused, medical certification may be required for each absence regardless of duration, provided the employee receives prior notification, in writing, of this requirement and the reason for it. The requirement to submit medical certification for all sick leave shall remain in effect until rescinded by the supervisor. The supervisor will review each case at least every six (6) months. Medical certificates will be required for sick leave which exceeds three (3) days continuous duration. When it would be unreasonable to require medical certification because of shortage of physicians, remoteness of locality, or the nature of the illness which did not require a physician's services, the employee's signed statement of reasons why other supporting evidence is not furnished may be accepted in lieu of a required medical certification. All medical certificates covering sick leave absences shall be submitted upon return to duty.

Section 10: The Hospital agrees that employees who, because of illness, are released from duty on findings of the Personnel Physician shall have approved leave (sick, if available) for the remainder of that tour or shift only. If the employee is absent from duty on his/her next scheduled tour or shift, he/she shall call in and report the absence in the usual manner. If the total absence in these cases exceeds three (3) consecutive working days, excluding the time previously authorized for the partial absence on the first tour or shift, the employee shall be required to submit a signed medical certificate to his/her supervisor in the usual manner.

Section 11: Maternity leave shall be administered in accordance with applicable regulations. It shall be the responsibility of the supervisor and/or the Personnel Service to fully inform the employee of her rights under said laws.

Section 12: Annual leave may be granted in lieu of sick leave upon request by the employee. Annual leave may not be granted in lieu of sick leave proactively.

ARTICLE XI - Job and Position Description.

Section 1: A copy of the appropriate position description reflecting the approved evaluation actions will be provided each employee. When representing an employee in a classification appeal, the Union will be furnished with a copy of the position description upon request.

Section 2: Employees who feel that their position is improperly evaluated or classified have the right to appeal. The procedures are described in the appropriate VA Employee Letters (Position Classification, Wage Administration) and MP-5, Part I. Classification and Evaluation Standards are available for review and study in the Personnel Office.

Section 3: The Hospital agrees to furnish the Union, upon request, information on all revised and new Classification Standards, if available locally, a copy of such standards will be furnished the Union.

Section 4: Employees have the right to discuss their Position Description with their supervisor at any time they feel it is inaccurate. To the extent practicable, to provide authentication, employees will be requested to sign Item 12 on the Position Description Form (OF-8) or a signature sheet for positions with multiple incumbents,

ARTICLE XII - Details

Section 1: The Hospital agrees that details of employees will be kept within the shortest practicable time limits as required by this agreement, applicable regulations and the latest Civil Service Commission instructions.

Section 2: Details will be limited to a maximum period of 120 days unless prior approval of the Civil Service Commission is obtained.

Section 3: A detail of more than sixty (60) days to a higher-grade position or to a position with known promotion potential is made under competitive promotion procedures. This requirement is not to be circumvented by a series of temporary assignments. Therefore, competitive promotion procedures must be used if after completing the detail the employee will have spent more than sixty (60) days (prior service under both previous details and temporary promotion included) in higher-grade positions or in positions with known promotion potential during the preceding year. Except for brief periods, an employee shall not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally, an employee should be given a temporary promotion instead.

ARTICLE XIII - Health, Safety and Sanitation

Section 1: The Hospital agrees to provide a safe and healthful work place with a maximum degree of sanitation for all employees and will comply with applicable Federal, state and local laws and regulation relating to the safety and health of its employees. Each supervisor will take prompt action which **is reported to** or observed by him. All employees **are responsible** for prompt reporting of observed unsafe or unsanitary conditions to the supervisor.

Section 2: The Union will appoint one representative to the existing Safety Committee, who will be granted official time to attend Safety Meetings. The Union will supply the Hospital with the name of the representative.

Section 3: The Hospital and the Union will cooperate in continuing effort to eliminate health hazards **and** promote superior standards of sanitation. To **this end**, management will designate separate **rest room facilities**

for men and women where multiple rest room facilities are available. All requests for any new rest room facilities will be made in writing by the union with full justification to the Hospital Director, through the Chief, Personnel Service.

Section 4: The Hospital agrees to provide medical treatment for injury and/or illness within the competency of the professional staff and facilities of the Health Service Unit to enable an employee to remain on duty. No treatment will extend beyond a forty-eight (48) hour period.

Section 5: In the event an employee becomes ill on duty, the O.D. shall see the employee as soon as possible, if the Personnel Physician is not available.

Section 6: With the filing of compensation forms, it shall be the responsibility of the supervisor to inform the employee of his rights and benefits under the U.S. Employee Compensation Act and make appropriate referral to the Personnel Service. The Hospital agrees to provide the necessary training to enable supervisory employees to accomplish the above.

Section 7: The Hospital recognizes the need of employees to be furnished satisfactory lunch areas in addition to the Canteen. The Hospital agrees that all facilities which dispense food on the premises shall meet adequate standards of sanitation and quality.

Section 8: The Hospital will provide a continuing safety training program to educate all employees about fire, safety and health hazards. Employees shall observe all rules and regulations. No employee shall be required to perform duties which are of such hazardous nature as to be detrimental to the health and safety practices beyond the normal requirements of the job. The decision as to what constitutes the normal requirements of the job will be that of the employee's supervisor.

ARTICLE XIV - Equal Employment Opportunity

Section 1: The Hospital and the Union agree to cooperate to provide equal opportunity In employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, age, or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative program.

Section 2: The Hospital agrees, where plans of action involve changes to personnel policies, practices, or working conditions, the Hospital has the responsibility to consult or negotiate with the Union.

Section 3: T Hospital and the Union agree to mutually and cooperatively administer within their appropriate jurisdictions the laws, rules and regulations prescribed In Chapter 713, Federal Personnel Manual, and VA policy as stated In VA Manual, MP-5, Part I to the best interests of an effective EEO Program.

Section 4: The Hospital agrees to provide, as requested by the Union, the monthly report on Pre-complaint Counseling, Reports Control Symbol 05-8, Civil Service Commission Form Number 1116-A. The Union agrees to assume legal liability for any form of invasion of privacy resulting from any act by an officer, agent, or member of the Union. The information to be furnished as aforementioned shall be solely and singularly the information as mentioned above. No information shall be provided as to names, titles, grades, or other information which may Identify individual employees and, in any way, void their right of privacy. The Hospital shall also consult and confer with the exclusive representative in the formulation of the Hospital's EEO Affirmative Action Plan.

Section 5: A labor organization should be recognized as the exclusive representative of employees in a unit. When a labor organization has been accorded exclusive recognition, it is the exclusive representative of employees in the unit and is entitled to act for and to

negotiate agreements covering all employees in the unit. It is responsible for representing the interest of all employees in the unit without discrimination and without regard to labor organization membership. The labor organization shall be given the opportunity to be represented concerning discussions between management and employees or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit. Recognition of a labor organization does not preclude the hospital from consulting or dealing with a religious, social, fraternal, professional or other lawful association not qualified as a labor organization with respect to matters or policies which involve individual members of the association or are of particular applicability to it or its members. Consultations and dealings under subparagraph (3), Section 7 of Executive Order 11491, as amended, shall be so limited that they do **not** assume the character of formal consultations on matters of general employee-management policy, except as provided in Section 7 of Executive Order 11491, as amended, or extended to areas where recognition of the interests of one employee group may result in discrimination against or injury to the interest of other employees.

ARTICLE XV - Reduction-in-Force

Section 1: Executive Order 11491, as **amended, provides** that management retains the right, in accordance **with** applicable laws and regulations, to relieve employees from duties because of lack of work or for other legitimate reasons; therefore, the Hospital and the Union agree to conduct reduction-in-force in accordance with current published policies.

Section 2: The Hospital and the Union **agree that regulations** used by management **to effect the reduction-in-force may** be reviewed by the Union*

Section 3: The **Hospital will furnish the Union copies** of reduction-in-force registers upon **request.**

Section 4: Immediately on determining that there will be a reduction-in-force, the hospital will notify the Union President.

ARTICLE XVI - Promotions.

Section 1: It is agreed that the policy of the VA is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with VA policy, the hospital agrees to select and promote from among the most highly qualified employees available. Therefore, promotion consideration normally will first be given to employees within the jurisdiction of the promotion policy before hiring from the outside.

Section 2; An employee, at any time, may apply for any position that is on an open continuous basis. Applications will be accepted after the closing date from employees on leave during the entire posting period, providing that the applications have not yet been rated.

Section 3: Promotion opportunities will, be publicized by the Hospital by means of vacancy announcements. Such announcements will be distributed to all services, in sufficient quantities to allow posting on all official bulletin boards. Vacancy announcements will be distributed and posted as soon as possible after approval is received to fill the vacancy. Supervisors will assure that announcements are posted upon receipt. All announcements will remain open for seven (7) calendar days. The Union President will be provided with a copy of all announcements published, plus, those on an open continuous basis will be provided periodically or upon request.

Section 4: The Hospital agrees to furnish the Union, upon request, information on all revised and new VA or Civil Service Qualification Standards. If available locally, a copy of such standards will be furnished to the Union.

Section 5: The Hospital agrees that an employee shall see his supervisory evaluations as provided for in the Hospital Merit Promotion Plan. The Hospital further agrees that an employee may designate a Union representative who will be permitted to review the rating and ranking action taken in regard to said employees. This review will be requested within thirty (30) working days after notification of selection results and may include the following:

a. Whether the employee was found eligible or ineligible for consideration on the basis of the minimum Civil Service qualification requirements for the position.

b. Whether the employee was one of those listed in the ranking group from which the selection was made.

c. The name of the person who was selected for the promotion.

d. The supervisory appraisals of said employee which were used or may be used in considering him/her for promotions.

e. The areas of work, if any, where the employee should improve himself/herself to be more eligible for a future promotion.

f. The circumstances under which consideration was given to candidates outside the unit when selection of such a candidate is made,

g. The above information in this section shall be obtained through informal discussion with the service chief, or the Chief, Personnel Service or his designee.

h. When the employee is one of the eligibles certified for selection consideration, an informal meeting between a representative of the Union and the Chief, Personnel Service or his designee, may be held to discuss the rating and ranking information on the candidate selected for the specific promotion action. Such information will consist of the numerical values assigned under the rating and ranking criteria only and will not include supervisory evaluations or review of the personnel folder.

The Hospital shall use every means to prevent the

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. QUINN
Chief, Human Resources Management Service

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

factors of favoritism and nepotism from entering into the selection of employees for promotion. Promotions will occur without discrimination for any reason. No detail will be made to evade the provisions of the Merit Promotion Program. The Union shall designate a representative who has a good working knowledge of the category of positions under consideration to meet with the Promotion Panel (as outlined in Hospital policy on Merit Promotion Plan.) The representative will participate only in matters involving employees in the bargaining unit, will not have a vote on any issue but shall be free to seek information, ask questions, offer an opinion, review those papers permissible by, and in accordance with, the criteria set forth in VA Policy and/or Civil Service Regulations and participate, in discussions. The representative shall be rotated at the discretion of the Union President.

Section 6: A Union representative shall meet with the Chief, Personnel Service or his designee when the Merit Promotion Plan is being revised. The purpose of such a meeting will be to conduct the annual review of this plan as required by MP-5, Part I, Chapter 335.

Section 7: The Hospital agrees that selection for promotion to a position under the Merit Promotion Policy shall be from among the most highly qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, physical or mental handicap, marital status or other discriminatory factors.

Section 8: It is agreed that, selecting officials and members of the rating and ranking panels have access to privileged information and that indiscreet discussion of such material is strictly forbidden.

Section 9: Request for reassignment by qualified employees within the jurisdiction of the Promotion Policy will be considered before vacancies are filled from outside.

Section 10: Supervisors will keep employees advised

of weaknesses in their job performance.

Section 11; Grievances arising out of the application of the Merit Promotion Plan shall be processed in accordance with the Grievance Procedure in Article XVIII of this agreement.

Section 12: Temporary promotions will be made in accordance with the pertinent regulations.

ARTICLE XVII - Incentive Awards

Section 1: It is agreed that all employees in the unit shall be encouraged to participate in the Incentive Awards Program. It is the desire of the Hospital and the Union that all suggestions be processed in an expeditious manner.

Section 2: No quota system will be used in determining the number of employees who will receive awards in any given unit.

Section 3: Notification of approval or rejection of a suggestion will be made in writing by the Employee Recognition Officer. An employee may request an explanation for rejection from the implementing authority and may be accompanied by a Union representative.

ARTICLE XVIII - Grievance Procedure

Section 1: The purpose of this article is to provide a method for the prompt and equitable settlement of grievances. This procedure will be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving grievances over all matters which can be grieved as stated in (1) Chapter 771, MP-5, Part I, and Chapter 771, Federal Personnel Manual; (2) interpretation and application of this agreement; (3) application of agency policies. Excluded from this grievance procedure shall be those matters subject to statutory appeal procedures and those matters not within the administrative authority of the Hospital Director.

This grievance procedure does not apply to employees who are being terminated during their probationary period.

Section 2: The only representative an employee may have while processing a grievance under this procedure is the exclusive Union or a representative approved by them. An employee may pursue a grievance under this procedure, without representation, but the exclusive Union should be given an opportunity to be present at each step when an "adjustment" (any action that results in a resolution of the Grievance—this may be an affirmative act or a rejection of the relief sought) is made, if not inconsistent with terms of this agreement. The employee will have the right to representation at any stage of the grievance procedure.

Section 3: Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Hospital and the Union agree to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance or his/her loyalty or desirability to the organization. An employee's request for an adjustment of a grievance should be made as soon as possible but not later than fifteen (15) calendar days from the date that the incident or circumstance complained of occurred. Reasonable time during working hours will be allowed for employees and Union representatives to discuss and present grievances, including time for attendance at meetings with Hospital officials.

Section 4, Step 1: In the event an employee has a grievance, he/she shall have the right to present the grievance to his/her immediate supervisor orally or in writing. The grievance will be discussed informally with the supervisor. The supervisor will arrange a meeting between himself/herself, the employee and the

employee's representative, if he/she has one, within three (3) administrative workdays after receipt of the grievance. The supervisor will make every effort to resolve the grievance immediately but must provide an answer within three (3) administrative workdays after said meeting. This answer will be oral, unless the employee has presented the grievance in writing, and then a written reply will be given to the employee and his/her representative,

Step 2: If the grievance is not satisfactorily settled at the lowest supervisory level, the employee or Union representative may, within five (5) administrative workdays, submit the matter in writing on a standard grievance form to the service chief for further consideration. The service chief will arrange a meeting between the service chief or designee, the employee and the employee's representative and the Personnel Officer within five (5) administrative workdays after the receipt of the grievance. The service chief will answer the employee and the employee's representative the answer, in writing, within three (3) administrative workdays after the meeting.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the grievance may be presented to the Hospital Director, in writing, within five (5) administrative workdays after receipt of the decision from the service chief. The Hospital Director may confer with anyone he deems necessary in order to arrive at an equitable solution. He will issue his decision within five (5) administrative workdays after receipt of the grievance..

Section 5i Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure or is not subject to arbitration shall be served upon the Union in writing and, if alleged to be subject to statutory appeal procedures, shall state that it is the final rejection of the matter for the purpose of requesting a decision from the Assistant Secretary of Labor. Any dispute between the parties over whether a

grievance is subject to this negotiated grievance procedure or to arbitration may, at the discretion of either party, be submitted to the arbitrator as a threshold issue.

Procedures for Veterans Canteen Employees: Grievances processed under this article and involving Canteen Service employees shall be processed through the administrative levels in Canteen Service Personnel Policy Regulations,

Arbitration

Section 1; If the employer and the Union fail to settle a grievance duly processed under the negotiated grievance procedure, such grievance, upon written request by either part]/ with notice to the other party within thirty (30) calendar days after issuance of the hospital's final decision, shall be submitted to arbitration.

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

Section 3: The Federal Mediation and Conciliatbn Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an arbitrator.
- b. Upon inaction or undue delay on the part of **either party.**

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

Section 5: The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Hospital and the Union. The arbitration hearing will be held, if possible, on the Hospital's premises during the regular day shift hours of the basic workweek. The aggrieved and his/her representative shall be in a duty status during the hearing, and those witnesses whose regular tour of duty coincide with the hearing ~~time~~ will be on duty status while testifying.

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

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

Section 8: Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for clarification, including remanded awards.

Section 9: All time limits in this article may be extended by mutual agreement.

ARTICLE XIX - Training

Section 1: Training conducted on the station shall normally be available to eligible employees whose knowledge, skill, aptitudes or performance are likely to improve by training.

Section 2: When training is to be given to some, ~~but~~ not all, employees in a given occupational, organizational group or level, Merit Promotion Procedures shall be

followed in selecting career or career conditional/employees for training that is given primarily to prepare trainees for advancement and that is required for promotion. Employees will be selected for other training not related to advancement or promotion by supervisory personnel on the basis of the applicability of the training to improve operations and employee efficiency.

Section 3: Employees at all levels will be consulted concerning their training and development needs. Training will be conducted which will clearly enhance an employee's ability to perform the duties of the position he/she occupies. Instruction and training will be conducted by the best available, qualified instructors and personnel in the **particular** field of training.

Section 4: The Union may suggest to the Hospital, through the Hospital Training Committee, ideas for the training of employees. On receipt of same, the Hospital Training Committee will evaluate and recommend **the** advisability of implementation.

Section 5: When advance knowledge of pending changes in organization, etc., is available, it shall be the **responsibility** of the Hospital to plan for retraining of career employees involved wherever possible.

Section 6: Whenever technological changes cause abolishment of some jobs and establishment of others, the Hospital agrees to utilize the abilities and skills of the displaced employees by training programs designed to qualify these employees for other jobs to the maximum extent possible.

ARTICLE XX - Disciplinary and Adverse Actions

Section 1: Disciplinary and adverse actions shall be governed by these basic principles:

- a. The employee shall be informed specifically of the reasons why the action is being taken.
- b. The employee involved **will be given** an opportunity to present the employee's side of the case.

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c. The employee shall have the right after formal action is taken to be accompanied, represented and advised by a representative of the employee's choice. 4

d" The employee and the employee's representative shall have assurance of freedom from restraint, interference, coercion, discrimination, or reprisal, in presenting the employee's side of the case.

e. The employee and the employee's representative shall be given a reasonable amount of official time for reviewing evidence, securing affidavits, for preparing and presenting an oral or written reply to formal actions in accordance with VA and Civil Service Commission laws and regulations.

Section 2: Disciplinary and adverse actions shall be taken for just and sufficient cause. The principle of like penalties for like offenses shall be followed and be in accordance with Civil Service Commission and VA regulations.

Section 3; Disciplinary and adverse actions shall not be influenced by race, religion, color, **national** origin, age, sex, marital status, membership in Local 1629, AFGE or political activities. In addition, such actions must not be influenced by a physical handicap with respect to any position the duties of which may be efficiently performed by a person with the physical handicaps

Section A: The Hospital shall be responsible for publicizing the policy and procedure for administering disciplinary and adverse actions and distributing such material through regular channels to all employees* Regulations are available for review to all employees by their contacting the Personnel Service in Building I.

Section 5: Disciplinary actions are defined as formal written admonishments, written reprimands and formal suspensions for thirty (30) calendar days or less, Adverse actions are defined as removals, suspensions for more than thirty (30) calendar days and other actions

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in accordance with VA and Civil Service Commission regulations.

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Section 6: During formal investigative interviews, as defined below, the Hospital agrees that prior to the taking of a written or sworn statement from an employee in the bargaining unit or when an employee is to be interrogated as part of a formal investigation, the employee will have the right to be represented by the Union or a representative of the employee's choosing, either attorney or non-attorney, and to be present during investigative interviews. Investigative interviews are not defined as the day-to-day supervisory/employee relations covering routine counseling, performance evaluations and fact finding discussions. Investigations are as defined in VA Manual MP-1, Part I, Chapter 2, Paragraph 202.01. Representatives may not be a party to the matter being investigated. The Hospital agrees to allow the employee-witness a reasonable amount of time to secure a representative. A representative will act only in an advisory capacity to the employee-witness and will participate in discussion only to the extent of clarifying issues in question. Questions will be answered only by the employee-witness who will take full responsibility for the answer or the employee's refusal to answer. The representative, as well as the employee-witness, will be bound by the prohibition against unauthorized disclosure of testimony set forth in Paragraph 204.06 of Chapter 2, MP-1, Part I.

Section 7: In any instance of a reasonable showing of cause of patient abuse or an emergency, as determined by the Chief of Staff and/or Hospital Director, the Hospital shall be authorized, without limitation, to immediately take all action necessary. The employee involved or the Union may then pursue by statutory laws and/or *th&* negotiated grievance procedure the case further, should the employee so desire.

Section 8: No record of proposed disciplinary actions which are not carried out will be maintained in the employee's Official Personnel Folder,

Section 9: After two (2) years, admonishments will be removed from the personnel folder and destroyed. However, in cases of patient abuse, an admonishment may be retained in the personnel folder indefinitely. If the employee's supervisor considers that the employee's conduct so warrants, the supervisor may after six (6) months request the Personnel Officer, in writing, to withdraw the admonishment and return it to the supervisor for destruction.

Section 10: When an employee in the bargaining unit does not elect to be represented by the Union, the Union shall be permitted to have an observer present without charge to Leave during an adverse action hearing. If the employee who requested the hearing objects to **the attendance** of an observer on the grounds of privacy, the examiner will determine the validity of the objection and make the decision on the question of attendance.

Section 11: All adverse action letters of charges and specifications made against an employee in the bargaining unit shall be sent to the employee involved by mail or personal delivery. Formal notices of proposed adverse actions sent to employees in the bargaining unit will advise them that they are entitled to a representative of their own choice.

ARTICLE XXI - Official Personnel Folder

Section 1: At the request of the employee and following the removal of the restricted portion, the employee may review his Official Personnel Folder in the presence of a member of the Personnel Service. Information placed in the employee's personnel folder will be done in accordance with FPM Supplement 296-31.

ARTICLE XXII - Impasse Procedures

Section 1: When it has been determined that an impasse has been reached, the item shall be laid aside. After all negotiable items on which agreement can be **reached** have been disposed of, the parties shall once more

attempt to resolve any existing impasse items.

Section 2: If, after such effort, either party concludes that an impasse still exists on any issue (e) and if such issue (s) has been under consideration for thirty (30) calendar days or more after agreement has been reached on all other items under negotiation, without agreement, either party may request, in writing, that the impasse be submitted to their respective national headquarters¹ office for consideration.

Section 3: If the impasse can't be resolved at the national levels, the use of Federal Mediation and Conciliation Services Mediators, under the contract, will be subject to the rules of FMCS and implementing VA policies.

ARTICLE XXIII - Performance Evaluation

Section 1; Proper performance requirements will be established for each position, either orally or in writing, and discussed by the employee and his/her supervisor to foster common understanding of assigned duties and how well they are expected to be performed.

Section 2: Each employee's performance will be discussed with him/her from time to time so he/she will continue to know the degree to which he/she is meeting position requirements. He/she will be commended for good work and counseled where improvement is needed. This will be done preferably as occasions arise in the course of day-to-day activities. Where there are serious performance deficiencies, responsible officials will assure themselves counseling is provided. If necessary, they may require records kept of counseling given.

Section 3: It is the policy of the Hospital that employees shall be given objective consideration in all phases of employment. The proper implementation of such a policy requires that supervisors be leaders. In accomplishing the workload, supervisors will provide necessary instructions.

Section 4: The counseling and correcting of employees shall be the responsibility of supervisors within their own service. A supervisor observing a violation of regulations or other actions which, in his/her opinion, warrants counseling or correction by an employee of another service shall report the violation to a supervisor in that service (giving the name of the employee) who will investigate the accusation and take such corrective action as he/she deems appropriate. The employee has the right to confront the supervisor making the original complaint.

Section 5: The counseling and correcting of employees shall not be in the presence of other employees, patients or visitors. The exception to this provision shall be serious violation of regulations or actual criminal offense which obviously requires immediate drastic action; No supervisor or employee shall resort to abuse, ridicule, slander or defamation. Altruistic and adroit discussions should be used by both the supervisor and employee in trying to solve any differences that they may have.

Section 6: A satisfactory rating may be appealed within the VA or to the Civil Service Commission Performance Rating Board of Review. It cannot be appealed to both. An unsatisfactory rating may be appealed initially within the VA and then to the Board of Review, or it may be appealed directly to the Board of Review without further consideration by the Agency. Appeals within the VA must be submitted within fifteen (15) calendar days of receipt of the rating. An appeal to the Board of Review must be made within fifteen (15) days of receipt of rating or receipt of VA appeal decision on an unsatisfactory rating. If an employee withdraws an agency appeal to appeal directly to the Board and more than thirty (30) calendar days have elapsed since receipt of rating, the new appeal must be submitted within fifteen (15) calendar days of the withdrawal. The employee may have Union representation in the appellate procedure, if he/she so desires.

ARTICLE XXIV

Combined Federal Service Campaign and U.S. Savings
Bond Participation

Section 1: In cooperation with the Hospital, the Union agrees to provide active support and leadership to achieve the goals established annually for the Combined Federal Service Campaign and other officially approved fund drives.

Section 2: The Union agrees to encourage unit-wide U. S. Savings Bond participation.

Section 3: The Union agrees to cooperate with the Hospital in officially approved fund drives and to lend its support to these worthy causes. In conducting these drives, all parties concerned will be free of compulsion and/or reprisals.

ARTICLE XXV - Miscellaneous

Section 1: At the request of the Union, and subject to availability and safety and security regulations, space will be made available for meetings of the Union during non-duty hours of employees involved. In the event the Hospital finds it necessary to terminate the right to use the allocated space, the Hospital will extend every reasonable effort to find other space subject to the same aforementioned provisions. The Union agrees to exercise reasonable care in using such space and will leave it in a clean and orderly condition. The Hospital reserves the right to terminate the use of any space allocated to the Union at any time the need arises.

Section 2: Bulletin board spaces will be made available to the Union for posting official notices. Prior approval of the content and the specific details for the posting will not be required, but the Union agrees that such literature will not contain propaganda against or attacks upon any agency, individual or activity of the Federal Government. Material posted will conform with Section G, Chapter 711, VA Manual MP-5, Part I.

Section 3: It is agreed that, as provided in Executive Order 11491, as amended, the internal business of the Union, such as solicitation of members, collection of dues, elections of officers and other meetings shall be conducted during the non-duty hours of the employees v concerned. The distribution of literature will be permitted, provided it is done during non-duty hours and does not interfere with the work being done by other employees.

Section 4: Officially requested or approved consultations and meetings between the elected local officer(s) and the Hospital Director or his designee(s) normally will be conducted during working hours. Requests for consultations or meetings with the Director will be channeled through his designee.

Section 5: Whereas Local 1629, APGE is the recognized exclusive representative of employees at the VA Hospital, Battle Creek, Michigan; and whereas much of the business of Local 1629 as relates to employee interests at this hospital is conducted by telephone, the Hospital agrees that all incoming telephone calls for the Union will be transferred to the Union Office extension. All collect long distance calls for the Union will be transferred to the Union Office private business line.

ARTICLE XXVI - Publicizing the Agreement

Section 1; After ratification by the Union membership and approval by the Chief Medical Director; the Hospital will provide, in booklet form, a copy of this agreement to each employee in the unit as soon as possible. Supplements, modifications or amendments negotiated during the time the contract is in effect will also be supplied to each employee in the unit. Publication of the agreement will be at no cost to the Union, if Hospital facilities are available; otherwise, the cost of publication will be equally shared by both parties.

Section 2; New employees will be introduced by the

immediate supervisor to the Union representative in the area where he/she is to be employed within five (5) workdays and furnished a copy of the contract*⁸ by the Union representative. The Hospital will assure sufficient copies for this purpose. /

ARTICLE XXVII - Approval of Agreement

An agreement with a labor organization as **the** exclusive representative of employees in a unit is subject to the approval of the head of the agency or an official designated by him. An agreement shall be approved if it conforms to applicable laws, **existing** published agency policies and regulations (unless **the** agency has granted an exception to a policy or regulation) and regulations of other appropriate authorities. A local agreement subject to a national or other controlling agreement at a higher level shall be approved under the procedures of the controlling agreement, or if none, under agency regulations.

NOTE: The Basic and Supplemental Agreement approved and signed September 26, 1973, for the Hospital by James E. Baker, M.D., Hospital Director, and **for** the Union by Girard M. Meyers, President, AFGE, Local 1629, is superseded by this agreement.

FOR THE HOSPITAL



JAMES R. DONACHIE
Hospital Director

FOR THE UNION



GIRARD M. MEYERS
President, AFGE, Local 1629

Benjamin O. Lewis

BENJAMIN O. LEWIS
Vice-President, AFGE, Local 1629

Edward M. Smith

EDWARD M. SMITH
Chief Steward, AFGE, Local 1629

Barbaralou Cleveland

BARBARALOU CLEVELAND "
Union Member, AFGE, Local 1629

David Dunckel

DAVID DUNCKEL
Union Member, AFGE, Local 1629

/s/ John D. Chase, M.D.
JOHN D. CHASE, M.D.
Chief Medical Director

DATE APPROVED: November 3, 1977

INTERIM AGREEMENT BETWEEN THE VA AND AFGE

1. Attached is an interim agreement between the VA and AFGE. This interim agreement serves the purpose of a national contract for our professional employees until a final national contract is agreed upon. Local 1629, AFGE was successful in winning a representational election at our facility which was held on 6/23/83 which resulted in our professional employees becoming part of the National AFGE VA Professional Unit. The most important part for you to review of this interim agreement is Appendix B which contains the grievance procedures for non-supervisory, non-managerial professional employees.

2. If you have any doubts as to whom this agreement pertains, check the employee's Service Record Card, VAF 5-4644 on file in your office for the employee. Check the typed 4 digit number shown above Item 7. If this number is 7777, this agreement pertains to that individual.

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3. If you have any further questions, contact the Personnel Officer.



JAMES R. DONACHIE
Medical Center Director

Attachment

DIST. A.

Cancellation Date: 8/2/84

GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances for those employees for whom AFGE has recognition but who are not covered by a locally negotiated agreement.

Section 2 Scope

A grievance means any complaint -

(A) by a unit employee concerning any matter relating to the employment of the employee; or

(B) by the union concerning any matter relating to the employment of any unit employee; or

(C) by an employee, the Union, or the Employer concerning any **claimed-** violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment,

(D) Except that it shall not include a grievance concerning -

(1) any claimed violation relating to prohibited political activities; or

(2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for national security reason, Section 7532; or

(4) any examination, certification, or appointments; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) the separation of employees who are serving under a probationary, or trial period;