AGREEMENT

CLEMENT J. ZABLOCKI VA MEDICAL CENTER

and

WOOD NATIONAL CEMETERY
MILWAUKEE, WISCONSIN

and

SERVICE AND HOSPITAL EMPLOYEES'
INTERNATIONAL UNION

HEALTHCARE WISCONSIN (HCWI)

October 2005

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ARTICLE 1 Parties to Agreement

1. The parties to the Agreement are the Clement J. Zablocki VA Medical Center and Wood National Cemetery, Milwaukee, Wisconsin, hereinafter referred to as the Employer or Management, and Service Employees' International Union (SEIU), Healthcare Wisconsin (HCWI), hereinafter referred to as the Union.

2. The parties agree that this Agreement is entered into by the Medical Center through the Medical Center Director and the Director of the Cemetery, and by the Union through its elected President, subject to approval by the Deputy Under Secretary for Health for Operations and Management, VA Central Office (VACO), Washington, D.C.

ARTICLE 2 Objectives

1. The Employer and the Union agree that a constructive and cooperative working relationship between labor and Management is essential to achieving the agency's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

2. The parties to this Agreement recognize that the objectives in Section 1, this Article, can best be accomplished through mutual understanding. It is, therefore, agreed that the Union and upper levels of Management will meet when either party deems it necessary, when an issue(s) cannot be resolved through discussion at lower levels.

ARTICLE 3 Authority for Agreement

This Supplemental Agreement is entered into under the authority set forth in Title VII, Civil Service Reform *Act* (Public Law 95-454), hereinafter referred to as "the *Act*"; VA Handbook 5023, Labor-Management Relations; the letter of Recognition dated October 3, 1966, from the VA Medical Center Director, VA Medical Center, Milwaukee (Wood), Wisconsin, to the Union; and the Master Agreement between the Department of Veterans Affairs and the Service Employees' International Union.

ARTICLE 4 Bargaining Unit

1. The unit for exclusive recognition consists of regularly scheduled non-supervisory *career* and *career-conditional* wage grade employees of the Employer and non-supervisory *Canteen wage grade* employees of the VA Medical Center Canteen.

2. The following employees are not included in the exclusive recognition unit: General Schedule employees (GS); Professionals - including physicians, dentists, nurses, therapists, social workers, psychologists, librarians, dieticians, etc; Managerial executives; Supervisors; Trainees; Without Compensation employees; Temporary time-limited employees; Irregularly scheduled employees; Great Lakes Human Resources Management Service other than purely clerical.

ARTICLE 5 Management Rights

1. Nothing in this Agreement shall affect the authority of any Management official to determine the mission, budget, organization, number of employees, and internal security practices of the Employer.

2. The Employer retains the right, in accordance with applicable laws, to hire, assign, direct, layoff, and retain employees; or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against employees.

3. The Employer retains the right to assign work, make determinations with the respect to *contracting out*, and determine the personnel by which VA operations shall be conducted, except as otherwise limited by this Agreement.

4. The Employer retains the right when filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source as prescribed by Federal law and regulation, except as otherwise set forth in this Agreement.

5. The Employer retains the right to take whatever actions may be necessary to carry out the mission of the VA in situations of emergency.

6. None of Management's rights as prescribed by law can be waived by the Employer, and if any article of this negotiated agreement violates Management's rights, those article are invalid and unenforceable.

ARTICLE 6 Employee Rights

1. Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization, or to refrain from such activity. This Agreement does not prevent any employee, regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative on a statutory appeal action.

2. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Employees who are on dues withholding will be subject to a one-year revocation period commencing as of the beginning of the first pay period after March 1 of each year. This revocation period will remain in effect for at least one year unless the employee resigns, is terminated by the Employer, or is suspended or expelled from membership in the Union. The administrative details of the handling of the dues allotments are contained in a Memorandum of Understanding on file in the Union Office, Fiscal, and Great Lakes Human Resources Management Service. The Union shall

receive copies of any revocation notice on a monthly basis. This information would not be used to coerce or otherwise harass employees.

3. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or grievance or given testimony under the *Act*. No disciplinary or adverse action will be taken against an employee based on an ill-founded basis such as unsubstantiated rumors or gossip. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions such as reprisal, nor will an employee be used as an example to threaten other employees.

4. Nothing in this Agreement shall restrict or hinder aggrieved employees and their Union representative(s) their right to meet and confer, at reasonable times, with respect to personnel policies and practices and matters affecting other general conditions of employment. An employee may be represented by an attorney or other representative other than the Union, of the employee's own choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appeal rights which are established by law, rule, or regulation. An employee will request time to meet with a Union representative from their immediate supervisor, giving a general idea of the reason for release, the length of time needed and how the employee can be contacted. Release will not arbitrarily be withheld. If the employee will be delayed beyond the estimated return time, they will contact the supervisor to request additional time. The employee will notify the supervisor when they have returned to the work area. Employees who represent themselves must request and will be afforded a reasonable amount of duty time to prepare complaints away from the work site and to file the complaints/grievances. If employees cannot be released at the time requested, the supervisor will advise when they can be released, normally within the next tour of duty.

5. The Employer shall inform employees of their right to be represented by the Union prior to conducting an examination by a representative of the Employer in connection with an investigation whenever there is a reasonable expectation that disciplinary action may result against the employee. A bargaining unit employee has the right to request Union representation at an examination by a representative of the Employer, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. In accordance with the Code of Federal Regulations (*CFR*), employees will furnish information and testify freely and honestly in cases regarding employment and disciplinary matters. Refusal to testify, concealment of material facts, or willfully inaccurate testimony in connection with an investigation or hearing may be grounds for disciplinary action. Employees will respond to questions during an investigation. The Employer agrees to inform all unit employees annually of their right to request such representation by means of the Annual Notice Flyer to all unit employees.

6. Following the final negotiations or waiver of negotiations employees will be made aware of any significant changes in VA regulations or policies that affect their working conditions. Copies of written agreements negotiated with the Union will be made available and provided upon request to employees.

7. The Employer is obligated to keep employees informed of laws, rules, regulations and policies under which they are required to operate. To assist employees in the performance of their work, VA manuals/policies normally will be available to employees during working hours to include off tours.

8. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without regard to their political affiliation, Union activity, or marital status. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that the Employer will endeavor to establish working conditions, which will be conducive to enhancing and improving employee morale and efficiency. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with employment responsibilities.

9. Instructions will be given and received in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within the Employer's control. When employees receive conflicting orders, they have a right to follow the last order given as long as they advise the Management official who issued the latest order that there is a conflict and who gave the prior order. An employee has the right to refuse orders that would require the employee to violate the law. This refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action when the employee has a reasonable belief that a situation constitutes an immediate threat to life or the danger of serious physical harm. (See also Article 33 Health and Safety.)

10. No electronic recording of any conversation between a bargaining unit employee and VA official may be made without mutual consent except for the following:

a. Calls to emergency numbers;

b. Calls monitored for quality purposes;

c. Law enforcement activities and investigations, including Inspector General reviews and investigations; and

d. Any official interactions where sworn testimony or a transcript may be required.

When a recording is to be made in conjunction with an examination of a bargaining unit employee by a representative of the Employer, as described in this Article, Section 5, and in 5 USC 7114 (a)(2)(B), the employee and their representative will be notified in advance of the recording. The employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of the tape and transcript if one is made. Information obtained in conflict with this Section will not be used as evidence against the employee.

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

12. Employees have a right to be made aware of and receive copies of any information specific to them personally maintained under their name and/or social security number, if this information is used to support actions adversely impacting the employee.

13. Employee counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. It should not be viewed as disciplinary action. At any counseling session where an employee has the right to Union representation, the employee shall be advised of that right prior to the session to permit arrangements for a representative to be present.

a. Oral Counseling. When it is determined that oral counseling is necessary, the counseling will be accomplished during a private interview with the concerned employee and Union representative if requested and appropriate. If after such a meeting, the employee is dissatisfied and wishes to pursue a grievance, the employee may initiate at either Step 1 or Step 2 of the grievance procedure as appropriate. If there is to be more than one Management official involved in a counseling session with an employee, the employee will be so notified in advance and the employee may have a Union representative at the session.

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

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

(2) A written counseling for performance may only be retained and used to support a timely personnel action related to that rating or any timely action taken during that rating period.

(3) In the case of probationary employees, written counseling may be kept up to the time a decision is made whether or not the employee will be continued beyond the *probationary period*.

14. Group Meetings. The Employer agrees that group meetings of employees serve as a useful means of communication and agrees that regular and periodic (preferably monthly) group meetings will be held within each division or unit to discuss concerns of both the Employer and employees. When meetings address working conditions, the Union shall be notified of such meetings and advised of and given the opportunity to attend. (Also see Article 7, Union Representation, paragraph 7.) Employees will be free to speak to the topic of the meeting, ask germane questions and give germane opinions during such meetings without threat of retaliation or inappropriate rebuke.

ARTICLE 7 Union Representation

1. The Union has the exclusive right and responsibility to represent the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership in negotiations and consultations with the Employer regarding personnel policies, practices, and matters affecting general conditions of employment as prescribed by law. The Employer will not negotiate directly with employees or solicit agreement from individuals on concerns subject to bargaining. The Employer agrees that it will not survey employees about changes in conditions of employment subject to negotiations without the agreement of the Union. The Employer may meet with employees to discuss concerns and resolve issues that do not involve changes in working conditions. If the Employer elects to implement solutions that are bargainable, they will be proposed to the Union for negotiation.

2. The Employer will recognize the duly elected Local Officers and officials/representatives designated by the Union, including *Work Site Leaders* (formerly Stewards). The Union will supply the Employer in writing, and will maintain on a current basis, a list of Union officials and officers, including *Work Site Leaders'* areas of representation and work phone numbers where they may be reached. The Union will encourage members to contact the Union office during hours of coverage rather than at the work site, except in cases of emergency.

3. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union, when requested, regarding implementation of any new policy or change in existing policy affecting employees or their conditions of employment, except as provided by law.

4. The Union, in consonance with its right to represent, has a right to propose new policies, changes in policies, or resolutions to problems in accordance with the law. This right shall apply at all levels of Management within the Employer and the labor organization starting with the *Work Site Leader* and first level supervisor. If an agreement is reduced to writing, it must be signed by the *SEIU Union Representative* or designee, the division manager, or appropriate higher-level Management official, and the Great Lakes Human Resources Management Service (*GLHRMS*) representative to become effective.

5. Consistent with law, government-wide regulations and this Agreement, the Union has the exclusive right to represent an employee or group of employees in presenting complaints. An employee or group of employees may present a grievance themselves without representation by the Union provided the Union is a party to all discussions and the grievance proceeding. The Employer will notify the *Senior Work Site Coordinator* (formerly Senior Chief Steward) or Union Representative before such discussions are held. The Union has the right to have a representative present at all discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve complaints or grievances submitted by a member of the Unit. The representatives shall be permitted full participation during the discussions.

6. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this negotiated Agreement and the Statute pertaining to representational duties, employee rights, and labor-management relations, or against any employee for filing a complaint or acting as a witness under this Agreement, the Statute or applicable regulations.

7. The Union shall be given the opportunity to be represented at any *formal discussion* between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives. The Employer will make a reasonable effort to schedule the meetings so that the Union's designated representative can attend.

8. The Union shall be entitled to receive, upon written request, and to the extent not prohibited by law, data which is normally maintained by Management in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining. Written request will state the particularized need, as defined by current case law, for the information.

ARTICLE 8 Statutory Rights

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

2. Employees will have all rights and protections provided for in 5 United States Code (USC) 2302, *Prohibited Personnel Practices*.

3. No employee will be discriminated against, by either the Employer or the Union, on the grounds of race, color, religion, sex, age (40 years of age and over), national origin, status as a parent, handicap, or sexual orientation.

ARTICLE 9 Mutual Rights and Obligations

1. The Employer and the Union, on behalf of the employees represented, accept responsibility to abide by the provisions set forth in this Agreement for negotiations and for the settlement of all issues and disputes. The Employer and the Union will not change the conditions set forth in this Agreement except by the methods provided herein. The Union accepts the responsibility for representing the interests of all employees in the unit without discrimination and without regard to membership in the Union, as prescribed by law.

2. In the administration of all matters covered by the Agreement, officials and employees are governed by existing and future laws and the regulations of appropriate

authorities; including policies set forth in the Federal regulatory guidance, by published VA or Veterans Health Administration (VHA) policies and regulations required by law or by the regulations of appropriate authorities, or authorized by terms of a controlling agreement at a higher agency level.

3. This Agreement is not intended to repeat rights employees already have in regulations and stated VA policies. Where provisions of the Office of Personnel Management (*OPM*) regulations and VA policy have been repeated, this is only for the purpose of understanding or information and shall only be negotiable to the extent required or allowed by law.

4. The Employer and the Union mutually agree that employee participation in such programs as the *Combined Federal Campaign*, US Savings Bond Campaign, etc., is voluntary.

5. The Employer agrees that all new employees within the framework of the Agreement shall be informed by a mutually agreed upon method that Healthcare Wisconsin (HCWI) is the exclusive bargaining representative of the employees. The Employer will provide a copy of this Agreement to all employees covered by this Agreement and to supervisors with jurisdiction over employees in the unit. The Employer shall also provide each new unit employee the most current list of the officers and representatives of the Union, listing the phone extension where they can be reached. A representative of the Union shall be afforded a reasonable period of time to speak to all new unit employees at scheduled group orientation sessions and to provide such employees with an introduction to the role of the Union. The Union representative may not solicit membership during this presentation. The Union will receive electronic transmission of the Agreement. The access to the agreement will be posted on the Zablocki VA Medical Center homepage.

6. This cost of reproducing the Agreement will be the cost of the Employer.

7. Space on all official Medical Center bulletin boards shall be made available to Healthcare Wisconsin (HCWI) for posting of membership information. One-sixth of each official Medical Center bulletin board may be used for posting material with a minimum of space equivalent to two 8 1/2" by 11" sheets of paper will be reserved for Union use. In addition, one bulletin board limited to Union use will be provided near the entrance to the Union Office. It will be glass enclosed and lockable with key. The material posted must be clearly identified as that of the Union and must not be scurrilous or libelous. The Union will be permitted to permanently post a list of all *Work Site Leaders* and unit officers. The posting of *Work Site Leaders* will also include the following statement: an employee's right for representation is found in SEIU contract, Article 6. The locations of the Official Bulletin Boards are listed in Station Memorandum HRM-59, Bulletin Boards. Space will also be made available to Healthcare Wisconsin (HCWI) on the following unofficial bulletin boards on the same basis as the official bulletin boards: unofficial bulletin boards located in the Carpenter Shop employee breakroom, in the Graphics Center, outside the Grounds Unit supervisor’s office, and in the National Cemetery employee breakroom.

8. Distribution of SEIU Healthcare Wisconsin (HCWI) literature at non-work places will be permitted, provided both employees involved in the distribution and receiving are on off-duty status.

9. The Employer will electronically furnish the Union via e-mail the following information each month: an alphabetic list of all bargaining unit employees sorted by division, job title, name, Service Computation Date (*SCD*), station Entrance on Duty Date (*EOD*), grade and step, and pay rate.

10. The Employer and the Union recognize that supervisors in their official capacity are acting as Management representatives and *Work Site Leaders* in their official capacity are acting as Union representatives. Supervisors and *Work Site Leaders*, as well as all other Management and Union representatives, shall afford each other mutual respect in all official dealings related to this Agreement. The Employer and the Union also agree that employees deserve to be treated with respect and common courtesy normal in employee/employer relationships.

ARTICLE 10 Use of Official Facilities and Services

1. The Employer shall provide office space for the conduct of Healthcare Wisconsin (HCWI) business provided space is not required for immediate needs of the station. Such use will not damage space in question. Upon request, designated VA employee SEIU Union representatives will be provided a key to their designated office space. The Union will designate bargaining unit members to sign and be accountable for the keys. The Employer agrees to give SEIU Healthcare Wisconsin (HCWI) access to one networked personal computer, which contains standard software programs/capabilities comparable to the Medical Center standard and a laser printer. In order to enable the SEIU *Union Representative* to have computer access, the Employer agrees to also give SEIU Healthcare Wisconsin (HCWI) access to one non-networked personal computer, which contains standard software programs/capabilities to the Medical Center standard. Any additional software/programs SEIU needs, will be provided at the expense of the Union, in compliance with licensing laws, and will be installed by Information Resources Management (IRM). The Employer will provide a fax machine; two phone lines (one capable of use with a fax machine) voice mail for the Union office phone, and electronic mail (E-mail) for Union representatives with network access. Use of E-mail may not be scurrilous, libelous, or in violation of national security. Also, the Union acknowledges that such use is not confidential and privacy is not ensured. Union officials are authorized to use the system(s) for labor-management relations matters, and the Union agrees to comply with all current information security policies during such use. Inappropriate use, including compromise of assigned access codes, may result in individual termination of access.

2. The following conditions will apply to the use of space and equipment:

a. If the space/and or equipment is required for immediate needs of the facility, the Employer will give the Union a reasonable advance notice (normally at least 60 days) and bargain with the Union over alternative arrangements.

b. Such use will not damage the space and equipment in question.

c. That the space and equipment will be subject to the facility's sanitation and safety inspection program.

d. Conference rooms can be used when requested in advance and available.

e. The Union agrees that the space and equipment will be used only for local Union business and will ensure that the office is not used by employees for other purposes.

3. The Union will be authorized the use of copying machines; fax machines, or typewriters at reasonable times when this equipment is not being used for normal business. The use of scanners may be made available by agreement and arrangement with areas where scanners are located during normal business hours and when not being utilized for normal business. Use of such equipment will comply with Medical Center policies. Their use will be limited to communications that are of mutual benefit, such as those necessary for grievance processing or communications between the Union and the Employer in the administration of this contract and not for internal Union business. This does not prohibit the Union from being authorized the use of surplus equipment.

4. Union representatives, *Work Site Leaders*, *Work Site Coordinators,* and safety representatives may use the facility telephone service for labor-management activities so long as it does not interfere with the primary official business of the facility. Each Union official will be responsible to ensure the use of the system is not abused, and that there is no interference with official business. The Union official will use the phone system in a reasonable, prudent and cost conscious manner. The phone system will not be used for internal-union business or personal calls.

5. SEIU Healthcare Wisconsin (HCWI) will be provided access to the VA Human Resource Management directives and handbooks via the Intranet.

6. SEIU Healthcare Wisconsin (HCWI) and its representatives may use the internal mail system for regular representational communications (e.g., grievance correspondence or letters and memoranda to the Employer).

ARTICLE 11 Negotiations

1. The Employer agrees to negotiate as appropriate within a reasonable time with the Union when requested regarding impact and implementation of any proposed change affecting personnel policies, practices, or conditions of employment affecting unit employees. Subjects appropriate for negotiations must be within the administrative discretion and authority of the Employer and permissible under the *Act*, applicable laws, regulations, Executive Orders, *OPM* regulations and VA policy.

2. Negotiations shall not be considered appropriate with respect to any matter not within the administrative authority of the Employer or which extends to the rights reserved to the Employer by law. This does not preclude the parties from negotiating procedures or appropriate arrangements for employees affected by the exercise of any authority under the Management rights provision of this Agreement.

3. Proposed changes affecting personnel policies, practices or conditions of employment for which there is a bargaining obligation under the Statute will be forwarded to the Union. After receipt of the proposed change, the Union shall have a reasonable period of time to respond with a demand to bargain.

4. Negotiations must be requested in writing and shall state the specific subject matter to be considered. In the event the Union requests negotiations, the parties may first attempt to reach agreement through informal contact.

5. The parties will generally meet to negotiate within 20 workdays from receipt by Management of the written Union request. Prior to the first session specific ground rules will be agreed upon. Negotiations shall be conducted in accordance with the *Act*.

6. The Employer agrees that employees may be granted one continuous shift or tour of duty for bargaining preparation purposes not to exceed 8 hours of Leave Without Pay (*LWOP*) for contract renewal purposes only. Notification must be given to the division manager at least 14 days prior to the day in question, and is for negotiating team members only. Any employee representing the Union in the negotiations of a collective bargaining agreement under the *Act*, including mid-contract and impact bargaining, and attendance at impasse proceedings, shall be authorized *official time* for such purposes during the time the employee would otherwise be in a duty status.

7. Every effort will be made by both parties to resolve all issues before declaring an impasse. When it is determined that an impasse has been reached, the item shall be set 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.

8. If after such efforts described in paragraph 7 above, either party concludes that an impasse still exists on any issue(s); either party may request that the impasse be submitted to the Federal Mediation and Conciliation Service (*FMCS*) to provide *mediation* services, subject to the rules of the *FMCS*. The *FMCS* mediator will be the sole judge of the procedures to be followed in attempting to resolve the impasse.

9. When a negotiation impasse remains unresolved, despite the efforts of the *FMCS*, the issues involved may be referred by the Union or the Employer to the Federal Service Impasse Panel (*FSIP*) for consideration. *FSIP*, in its discretion and under the regulations it prescribes, may consider the matter and may recommend procedures to the parties for the resolution of the impasse(s) or may settle the impasse by appropriate action. *Arbitration* or third-party fact-finding with recommendations to assist in the resolution of an impasse may be used by either party only when authorized or directed by *FSIP*. The procedures described above shall not preclude the parties from agreeing on any issue or from entering into a complete agreement without the assistance of the mediator or the Panel.

10. When the Employer believes that a matter is nonnegotiable, it will advise the Union. Upon receipt of a written request, the Employer will provide its rationale in writing with its formal allegation of nonnegotiability. The Union has the right to proceed to the Federal Labor Relations Authority (*FLRA*) in accordance with Section 7105(a)(2)(E) of Title VII, the regulations of the Authority and Section 7117(a) and (b) of Title VII.

11. After the enactment of any new law or regulation by appropriate authority, which affects any provision of this Agreement, either party may request a conference to negotiate necessary change(s). Any proposal to negotiate such amendments(s) and/or supplement(s) shall cite the pertinent law or regulation and the article(s) of this Agreement affected. When such a proposal is submitted, representatives of the Employer and the Union shall meet within 45 calendar days to negotiate the required change(s).

12. All current past practices pertaining to conditions of employment will be continued under, and through the life of, this agreement, unless the parties have specifically agreed to terminate or modify such practices by way of this agreement or through appropriate subsequent negotiations.

13. Any provisions from previous agreements, memorandums of understanding to the contract, and other labor-management written agreements, etc. not specifically addressed in this Agreement must be forwarded to the *Union Representative* and the *GLHRMS* Labor Relations Specialist within 12 months of the effective date of this Agreement. Any previous agreements, memorandums of understanding, and other labor-management written agreements etc. not received by the *Union Representative* and the *GLHRMS* Labor Relations Specialist within this 12-month period are superceded and considered to be null and void. At the end of the 12-month period following the effective date of this Agreement, either party may request to renegotiate the previous agreements, memorandums of understanding, and other labor-management written agreements etc. received during the 12-month period following the effective date of this Agreement. Such negotiations must be requested, undertaken, and completed within the following six (6) months. All unresolved issues at the end of this six (6)-month period will be considered to be at impasse. These negotiations may be extended by mutual agreement of both parties.

ARTICLE 12 Unfair Labor Practices

1. The parties agree to the following procedure regarding the filing of *Unfair Labor Practices* with the *FLRA*.

2. Consistent with 5 *CFR*, Part 2423, Section 2423.2(a) and (b), the parties agree to make a good faith effort to informally resolve *unfair labor practice* allegations prior to the filing of a charge with the *FLRA* in accordance with the procedures outlined below. Either party may file an allegation of an *unfair labor practice* directly with the *FLRA* without regard to the agreed upon procedure if compliance with the informal procedure would cause the filing with the *FLRA* to be untimely.

3. When either the Employer or the Union alleges an *unfair labor practice* they shall, as soon as practicable, provide the other party with information and evidence supporting the allegation. This statement shall be conveyed in writing and will indicate which sections and paragraphs of *Chapter 71 of Title 5* have allegedly been violated as well as a short description of the issues and facts.

4. Upon receipt of the information described above, the parties shall mutually agree to a period to investigate the allegation. Following the completion of the investigation, the parties will meet to discuss resolution of the matter. Both parties will make a good faith effort to resolve the matter.

5. If the parties are unable to resolve the matter using the procedure described above, the party making the allegation shall have the opportunity to file a charge with the *FLRA* within the time limits specified in 5 *CFR* Part 2423.

ARTICLE 13 Work Site Leaders and Use of Official Time

1. Union Officials. A Union *Work Site Leader* (formerly steward) is a Medical Center employee who is a member of the Union and is assigned to a particular division as defined in this Agreement. A *Work Site Coordinator* (formerly Chief Steward) is a Medical Center employee who is a member of the Union and is the highest *Work Site Leader* within their division as defined in this Agreement. The *Senior Work Site Coordinator* (formerly Senior Chief Steward) is the highest *Work Site Leader* at the facility and will be selected from among the *Work Site Coordinators*. A *Union Representative* is a staff employee of the Union who has been authorized by the Union President in writing to the Medical Center Director to act for and in behalf of the Union. Whenever the term *Work Site Leader* appears, it is understood that in the absence of such a *Work Site Leader*, the *Work Site Coordinator* or *Senior Work Site Coordinator* may be substituted

2. Functions. A *Work Site Leader* has the authority to gather pertinent facts and to assist employees in processing and presenting employee complaints, grievances or appeals in accordance with the terms and procedures of the Federal Labor Relations Statute, and as provided in this Agreement, when requested by the employee(s) who initiates the grievance, complaint or appeal. A *Work Site Coordinator* has similar functions, but serves an entire division and may have other *Work Site Leaders* within his jurisdiction, as defined in this Agreement. The *Senior Work Site Coordinator* has similar functions to that of a *Work Site Leader* except that the *Senior Work Site Coordinator* may participate in all Step 3 meetings and *arbitration* hearings in lieu of the *Work Site Leader*. The *Union Representative* implements Union policy and executes the decisions of the Union membership. He serves as liaison between the Union and the Employer.

3. The Union shall provide the Employer a written list of the names of all *Work Site Leaders* and *Work Site Coordinators* and the divisions they serve. The total number of *Work Site Leader* and *Work Site Coordinators* shall not exceed 14. The Union will provide to *GLHRMS* a listing of *Work Site Leaders*, *Work Site Coordinators*, and the

Senior Work Site Coordinator to be posted on official bulletin boards. When a change in work location of a *Work Site Leader*, *Work Site Coordinator*, or *Senior Work Site Coordinator* is contemplated, the Union will be notified of the change. The Union, at its discretion, may designate a *Work Site Coordinator* from one division to serve as an alternate in the absence of a *Work Site Coordinator* from another division, or designate the *Senior Work Site Coordinator* to act in such capacity, provided written notice is given to the designated *GLHRMS* representative at least one (1) week in advance of the appointment.

4. Union officers and officials, including *Work Site Leaders*, shall be permitted reasonable *official time* during working hours without loss of leave or pay to effectively represent employees in accordance with this Agreement. This *official time* and any specified time under this agreement can be used for any representational function, including but not limited to, negotiations, handling complaints, appropriate lobbying functions during Annual Legislative Activities week, preparing reports required under *5 USC 7120*, coverage of the Union Office, and any other functions addressed in this Agreement. Reasonable time for preparing for negotiations, receiving, investigating, preparing, and presenting a complaint, grievance or appeal, except where specific regulations apply, must necessarily depend on the facts and circumstances of each case. In consonance with the above, Union representatives shall guard against using time unnecessarily.

5. A Union representative wishing to use *official time* will notify his/her immediate supervisor. If the immediate supervisor is not available, a request must be made to the acting supervisor, or higher-level supervisor. Such release will not be arbitrarily withheld or approval/disapproval delayed, but due to workload considerations, the request may be denied. *Official time* must be approved prior to use. The supervisor must be advised of the general purpose of the request (whether the issue is a grievance, negotiations, investigation of a complaint, Equal Employment Opportunity complaint, etc.), how the representative may be contacted and the estimated time of return. If the Union representative will be delayed beyond the estimated time, he/she will notify the immediate supervisor to request additional needed time. Approval of additional *official time* may be denied for workload reasons. The supervisor will also be notified of when the *Work Site Leader* returns.

6. If release or approval of additional *official time* is not possible at the time requested due to a work requirement, which is pressing, the representative will be released as soon as possible thereafter. If there is an operational necessity that prevents the representative from being released immediately, arrangements will be made for the employee to be released normally within the next tour of duty, or the Union may opt to assign another representative.

7. The Employer agrees that it is counter productive to purposely assign work to a Union *Work Site Leader* or Coordinator for the purpose of preventing the use of *official time*. The parties to this Agreement also recognize that when contract administration or representational activity requires the use of significant *official time*, it is effective to schedule blocks of time and to request this time as far in advance as possible.

8. Internal Union business, such as collecting dues, membership drives, electing officers, attending Union meetings, and posting or distributing Union literature, will be conducted during non-duty hours of the employees involved. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct formal membership drives not to exceed 30 calendar days each year. Employees may participate before and after duty hours and at break periods and lunch periods.

9. The Union agrees that the *Work Site Leaders*, *Work Site Coordinators*, and the *Senior Work Site Coordinator* are in no way relieved of any of their responsibilities as Medical Center employees, and that they are expected to observe all established rules of conduct and performance requirements of their positions. The Employer agrees that such representatives will not be held to a higher standard of such expectations in terms of counseling, discipline, performance ratings or in other matters affecting conditions of employment. Use of *official time*, in accordance with this Agreement, will not adversely affect an employee's performance evaluation.

10. The *Senior Work Site Coordinator* (Chief Steward) or designee will be afforded 40% *official time*, unless further limited by legislation, plus additional reasonable time as appropriate and needed. The Union agrees to rotate the assignment to the *Senior Work Site Coordinator* function and the authorization of 40% *official time* on a quarterly basis. The Union agrees to designate no later than December 1st each year which four (4) *Work Site Leaders* will be designated as the *Senior Work Site Coordinator* and receive the 40% *official time* for the next calendar year. At any time the Employer reasonably believes that the designation(s) is or will cause a significant hardship for the Employer, the Employer will notify the Union of the circumstances of this hardship. Within 10 working days the Union and the Employer agree to meet to discuss the hardship. The Union agrees to assign the 40% *official time* to another bargaining unit employee if the hardship is legitimate. *Official time* authorized may be used as needed. The Union agrees that *official time* will only be used for legitimate purposes and will only be used if needed. Time spent on partnership activities or serving as the designated employee representative for procedures and appeals before Merit Systems Protection Board (*MSPB*), Equal Employment Opportunity Commission (*EEOC*), or Office of Workers' Compensation Programs (*OWCP*) will not be charged as *official time*.

11. Within 30 days of the effective date of this agreement, and annually thereafter, all current *Work Site Leaders* (stewards) will meet with their supervisors to establish a mutually agreeable method of requesting and recording *official time*. All new *Work Site Leaders* will meet with their supervisor within 30 days of their designation to establish a mutually agreeable method of requesting and recording *official time*. Disputes regarding release, requesting or recording *official time* should be brought to the attention of the Senior *Work Site Leader* or *Union Representative* and the appropriate *GLHRMS* staff member. The Union will provide notice to *GLHRMS* when new *Work Site Leaders* are appointed or when an employee is no longer serving as a *Work Site Leader* within two (2) weeks of the change.

12. Alleged abuses of *official time* shall be brought to the attention of the appropriate *GLHRMS* Specialist on a timely basis by supervisors and Management officials. The appropriate Management official and *GLHRMS* Specialist will then discuss the matter with the *Senior Work Site Coordinator* or *Union Representative* as appropriate. The

Union agrees to investigate issues and alleged abuses of *official time* and upon confirming abuse, take appropriate corrective action.

ARTICLE 14 Adjusting Daily Work Relationships

The Union and Management recognize that misunderstandings and problems will arise from daily work relationships. The prompt settlement of misunderstandings and problems is desirable in the interest of sound employee-management relations. To effect adjustments, the employee will initially discuss misunderstandings and problems with his supervisor so that both parties understand each other. If the employee wishes, he may have a *Work Site Leader* from his service with him to try to settle the matter before going to the grievance procedure. Based on the issues or concerns, any of the parties can request or recommend the use of Alternative Dispute Resolution (*ADR*) to resolve these issues through a trained mediator.

ARTICLE 15 Grievance Procedure

1. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. For the purpose of this Article, "workdays," are defined as Monday through Friday in a seven (7) day, Sunday through Saturday, workweek excluding federal holidays.

2. This negotiated grievance procedure shall apply to matters of concern or dissatisfactions regarding the interpretation, application or violation of law, regulations or this Agreement; conditions of employment; relationships with agency supervisors and officials; *prohibited personnel practices*; adverse actions; and disciplinary actions imposed by local Management officials.

3. This procedure does not apply to grievances concerning the following:

a. Any claimed violation relating to prohibited political activities;

b. Retirement, life insurance or health insurance;

c. Any examination, certification or appointment (termination of an employee's appointment during the *probationary period*);

d. A suspension or removal for national security reasons;

e. The classification of any position, which does not result in the reduction in grade or pay of an employee.

4. Nothing in this Article shall prevent an employee from exercising the option of appealing an adverse action to *MSPB* or processing any *prohibited personnel practice*

defined in law through the applicable statutory appeal procedure, provided the employee has not filed a written grievance on the matter in accordance with this Article. An employee shall be deemed to have exercised the option to raise the matter either under the applicable appellate procedures or under the negotiated grievance procedure at such time as the employee files notice of appeal under the applicable appellate procedures or timely files a grievance procedure, whichever event occurs first.

5. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section(s) of the Agreement involved.

6. All grievances shall be presented promptly and no later than 30 calendar days from the date the grievant became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of such grievance. The Union, Management, and/or the employee have the right to file a grievance concerning a continuing practice or condition at any time.

7. The time limits established in this Article may be extended upon mutual agreement by both the Employer and the Union. Neither party will unreasonably deny an extension. Unless an extension is mutually agreed upon, failure to adhere to the prescribed times may be the basis for Management to consider the grievance as settled and reject further processing of the grievance. Should the time frames not be met and no extension granted, the Union may advance the grievance to the next step without waiting for a decision at the lower step. Should Management fail to adhere to the designated time frame at Step 3, the remedy sought shall be granted, provided that evidence of receipt of the grievance by Management exists, i. e. fax confirmation report or date stamped receipt, and that the remedy is legal and reasonable under the circumstances of the grievance. Grievances are to be filed at the lowest step where the Management official has the authority to grant the remedy. Consequently, grievances can be initiated at Step 1 or Step 2 and upon rare occasion, at Step 3. When the grievance is initiated above Step 1, the time frames will be in accordance with those at Step 1.

8. A grievance may be undertaken by the Union, an employee, or a group of employees. Multiple grievances over the same issue(s) may be initiated as either a group grievance or as single grievances at any time during the time limits of this Article. Grievances may be combined or decided at later steps of the grievance procedure by mutual consent. Only the Union, or representatives approved by the Union, may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, but the Union must be notified and 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. Any settlement must be consistent with the provisions of this Agreement.

9. When a grievance has been filed on behalf of an employee, discussion with the employee regarding the issues of the grievance shall only occur when a Union representative is present.

10. At any step of the negotiated grievance procedure, when any Management deciding official designates someone to act on their behalf with respect to a grievance, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

11. Management initiated grievances shall be filed with the Union President, or *Union Representative* as defined in Article 13, and shall constitute Step Three of the negotiated grievance procedure. Such grievances must be filed within 30 calendar days of the act or occurrence or when Management became aware of, or could have become aware of, the act or occurrence.

12. If either party considers a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. The Employer must assert any claim of nongrievability no later than the Step 3 decision.

13. Grievance Procedure

a. Step One

(1) The grievance shall be presented in writing and be taken up by the grievant(s) (and representative or *Work Site Leader* if he/she elects to have one) with the immediate supervisor or the lowest level Management official with authority to render a decision. If the grievant wishes a meeting, the request will be included in the written grievance. If such a meeting is requested it shall be held at a mutually agreeable date prior to the decision. The supervisor will provide the employee with a written decision within 10 workdays after receipt of the grievance or within five (5) workdays after the requested meeting, whichever is greater. A copy of any documentation sent to *GLHRMS* by a supervisor in regards to a grievance resolution will be provided to the Union.

(2) It is agreed that grievances should normally be resolved at the lowest level possible. However, there will be times when a grievance may be more appropriately initiated at the second or third step of the procedure, (e.g., when a disciplinary action was taken by a division manager or higher level, or when the supervisor at the lower level clearly has no authority to resolve the issue, or when the Union grieves an action of a Management official other than a Step 1 supervisor). Should the employee inadvertently submit a grievance at any step to an inappropriate Management official, the Employer shall route the grievance to the appropriate person for reply. For the purpose of time limits, the date the grievance was received by the Management official shall be used. In those cases the time limits and procedures of Section 6 and Step 1 will apply.

b. Step Two

(1) **For VHA Employees**: If dissatisfied with the decision given under Step One, the grievant(s) or Union may submit a written grievance to the division manager within 10 workdays after receipt of the Step One decision. Either party may request that a meeting be held on the matter. If the grievant wishes a meeting this will be specified in the written grievance. If such a meeting is requested it shall be held at a mutually agreeable date prior to the decision. The division manager will provide the grievant(s) with a written decision on the issue within 10 workdays after receipt of the grievance or within five (5) workdays after the requested meeting, whichever is greater.

(2) **For Veterans Canteen Service (VCS) Employees:** If dissatisfied with the decision of the Canteen Officer under Step One, the grievant(s) or Union, may submit a written grievance to the Regional Manager, Field Operations for the VCS within 10 workdays after receipt of the Step One decision. Submission will be through the duly designated *GLHRMS* Labor Relations Specialist who will forward the grievance to the Regional Manager, Field Operations. The Regional Manager, Field Operations for the VCS will review the case and issue a decision in writing within 15 workdays.

(3) **For Wood National Cemetery Employees**: If dissatisfied with the decision of the Wage Grade Supervisor under Step One, the grievant(s) or Union may submit a written grievance to the Cemetery Director within 10 workdays after receipt of the Step One decision. Either party may request that a meeting be held on the matter. If the grievant wishes a meeting this will be specified in the written grievance. If such a meeting is requested it shall be held at a mutually agreeable date prior to the decision. The Cemetery Director will provide the grievant(s) with a written decision on the issue within 10 workdays after receipt of the grievance or within five (5) workdays after the requested meeting, whichever is greater.

c. Step Three

(1) **For VHA Employees**: If the division manager's decision is not acceptable, the grievant(s) may refer the matter within 10 workdays to the Medical Center Director or designee for decision. The grievant(s) must state in writing what was not acceptable concerning the decision in Step Two above. Either party may request that a meeting be held on the matter. If the grievant wishes a meeting this will be specified in the written grievance. If such a meeting is requested it shall be held at a mutually agreeable date prior to the decision. The Medical Center Director, or designee, will provide the grievant(s) with a written decision on the issue within 10 workdays after receipt of the grievance or within five (5) workdays after the requested meeting, whichever is greater.

(2) **For VCS Employees**: If the Regional Manager, Field Operations for the VCS's decision in Step Two is not acceptable, the grievant(s) or the Union may present the grievance in writing to the Director, Field Operations, within 10 workdays. Submission will be through the duly designated *GLHRMS* Labor Relations Specialist who will forward the grievance to the Director, Field Operations. The Director, Field Operations will review the entire case and issue a decision in writing within 15 workdays of his receipt of the request for decision.

(3) **For Wood National Cemetery Employees**: If the Cemetery Director's decision in Step Two is not acceptable, the grievant(s) or the Union may present the grievance in writing to the Director, Memorial Service Network IV (MSN IV) within 10 workdays. Submission will be through the duly designated *GLHRMS* Labor Relations Specialist who will forward the grievance to the Director, MSN IV. The Director, MSN IV will review the entire case and issue a decision in writing within 15 workdays of his receipt of the request for decision.

14. *Arbitration*

a. If the grievance is not satisfactorily resolved at the Step Three level it may be referred to *arbitration*. The issue(s) as stated in Step Three shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the *arbitration* hearing. The written request for *arbitration* must be made within 15 workdays after receipt of the decision in Step Three to the VCS Director, Field Operations, Director, MSN IV, or Medical Center Director. The Union's request for *arbitration* shall be valid only if signed by the President or Acting President of the Union or *Union Representative* as defined in Article 13.

b. Within seven (7) calendar days from the date of receipt of a valid *arbitration* notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the *FMCS* to submit a list of five (5) impartial persons qualified to act as arbitrators. As an alternative, upon mutual agreement the parties may request a list of five (5) impartial persons qualified to act as arbitrators from the Wisconsin Employment Relations Commission’s (WERC) list of ad hoc arbitrators, or WERC staff arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement provisions. The parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure until one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The Union shall strike the first name. The grievance may be withdrawn at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

c. The arbitrator's fees and expenses shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expenses of any mutually agreed upon service in connection with an *arbitration* inquiry or hearing.

d. The arbitrator shall be the sole determiner of the processes used. The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than 30 days after the conclusion of the hearing unless the parties otherwise agree.

e. Both parties to this Agreement recognize and agree that the authority of the arbitrator shall be limited to determining the merits of the grievance. In the event that either party raises an allegation of nongrievability/nonarbitrability of a given grievance, the arbitrator selected to conduct the *arbitration* hearing will be directed to hear arguments and rule on the threshold question concerning grievability/arbitrability before proceeding to a hearing on the merits of the case. It is further understood that the findings of the arbitrator shall be submitted to both parties and shall be final and binding and the remedy shall be effected in its entirety.

f. The arbitrator shall have the authority to define the meaning and interpretation of explicit terms of this Agreement as expressly set forth. The arbitrator shall not in any manner or form whatsoever, directly or indirectly, add to, detract from, or in any way alter the provisions of this Agreement or VA Medical Center policies.

g. The *arbitration* hearing or inquiry shall be held at the VA Medical Center, Milwaukee, Wisconsin, during the regular day-shift work hours of the basic workweek. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as required to participate in the *arbitration* proceedings without loss of pay, annual leave, or any other benefits. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the week(s) of the hearing in which they are involved.

h. In considering actions based on unacceptable performance and adverse actions appealable to the *MSPB*, the arbitrator shall be governed by *Section 7701(c)(1) of Title 5*, USC, as applicable.

i. The decision of the arbitrator shall be final and binding on both parties, subject to appeal procedures provided by law.

15. A grievance will be cancelled by the Employer under the following circumstances:

a. At the specific request of the grievant(s);

b. Upon termination of the grievant's employment with the VA unless the personal relief sought by the grievant may be granted after termination of his/her employment;

c. Upon death of the grievant unless the grievance involves a question of pay.

ARTICLE 16 Seniority

Seniority shall be based on the employee's service computation date. Employees shall not be entitled to exercise any seniority rights until completion of one (1) year of service in the bargaining unit.

ARTICLE 17 Leave

1. The parties recognize VA's every day efficiency is enhanced through a dependable and reliable workforce which is characterized by employees scheduling leave in advance (but for unforeseen illnesses and emergencies), reporting to work timely, and remaining on duty during the full period of their tours unless in an approved leave status.

2. Leave will be denied only for appropriate reasons and not as a form of discipline.

3. For clearly compassionate and appropriate reasons, Management may increase the stated limits applicable to all forms of leave in accordance with government wide regulation and law.

4. Each employee is responsible for knowing his/her leave balance prior to requesting leave and for ensuring he/she has enough leave accrued for that specific request.

5. Station Memorandum HRM – 62, Absence and Leave, addresses the Employer's absence and leave policies in effect. Refer to this policy in conjunction with this Article.

6. Annual Leave:

a. Annual leave shall be earned in accordance with appropriate statutes and regulations. The Employer shall allow each employee to schedule annual leave as he or she requests, subject to approval by the appropriate official based on workload and staffing needs. Approving officials must give appropriate consideration to employees with emergency situations. The amount of leave for an emergency will not be arbitrarily assigned but will depend upon the appropriateness of the situation. Annual leave will be administered in accordance with Employer regulations and other applicable laws and regulations, and the provisions set forth in this Article. The employee and the Employer have a mutual responsibility to see that no employee forfeits excess annual leave.

b. The use of accrued annual leave is an absolute right of the employee, subject to the right of Management to approve when leave may be taken. Carryover (restored) leave will be addressed in accordance with applicable rules and regulations. Employees must have all "use or lose" annual leave used or scheduled and approved before the end of the 23rd pay period of the leave year. Any employee in a use or lose status must be given consideration for their leave to be used by the end of the leave year. Management agrees to assist employees in scheduling use or lose leave. If Management cancels previously scheduled and approved leave after the 23rd pay period that leave will be restored and used in accordance with applicable regulations.

c. When the leave is rescinded, the employee shall be given specific reasons for the cancellation. Approval of leave will be based on the needs of the service.

d. When an employee requests annual leave in conjunction with scheduled days off at the beginning, during and/or end of the leave period, Management will not unilaterally change that employee's off days.

e. Management recognizes the needs of employees to plan vacation and personal time off. Therefore, Management will not cancel leave, which has been scheduled and approved in accordance with Section f. below, for arbitrary and capricious reasons.

f. The Employer will allow the maximum number of employees to use leave in accordance with coverage requirements. Normally, an employee will submit a scheduled leave request (to the immediate supervisor) between November 1 and December 15 of each year. Management will approve/disapprove the request in writing within 60 calendar days of December 15. If the employee does not receive a response within the 60 calendar day period, the requested time is considered approved.

g. Employees will be encouraged to schedule at least a two (2) week period of leave each year. For the purpose of scheduling vacations, seniority shall be determined in accordance with Article 16, Seniority. Seniority may be exercised for a maximum of two (2) weeks each year. Employees exercising seniority shall not be allowed the same two (2) weeks more than two (2) years in succession.

h. Use of Seniority in Selecting Vacation. Where there may be a conflict in the choice of an employee's primary vacation period, the employee with the greater seniority will be permitted his/her choice. An employee will be permitted to exercise seniority in this manner only once each calendar year. An employee who changes his/her mind, or who makes a selection after the designated period will not be entitled to exercise seniority rights. The granting of vacations longer than two (2) weeks is a matter of supervisory discretion and should be granted without favoritism.

i. The weeks of Thanksgiving, Christmas, New Year's, and July 4th may be granted on a rotating seniority basis to the extent possible. An employee granted Thanksgiving week, Christmas week, New Year's week or July 4th week will

automatically become the last person on the seniority list for the same week the following year.

j. An employee shall request approval of emergency leave as soon as the need is known. Employees must contact their supervisor or designated alternate supervisor either personally or by phone. If an emergency occurs before the beginning of a tour of duty, full-time employees outside of Nutrition and Food Service will request leave as soon as possible, but no later than two (2) hours after the beginning of the tour of duty. Part-time employees, and all employees within Nutrition and Food Service, will request leave as soon as possible, but no later than 30 minutes after the beginning of the tour of duty. If the employee is unable to call the Employer due to unusual circumstances, a family member or other responsible person may call for the employee. Special or unusual circumstances may be taken into consideration regarding notification timeframes.

k. Employees will normally be informed whether emergency leave is approved or disapproved at the time it is requested. When a decision cannot be given immediately, it will be given as soon as possible after the request has been made, and normally not later than 24 hours.

7. Administrative Leave or Excused Absence. Consistent with Agency policy, Management officials may grant absences from duty without charge to leave. The following gives some of the activities for which excused absences may be authorized. This is not an all-inclusive list. Administrative leave is treated as time worked for all purposes, except that the employee is excused from his regular assigned duties.

a. Infrequent or brief periods of absence or tardiness of less than one (1) hour due to circumstances beyond the employee's control.

b. Employees who give blood without compensation may be excused without charge to leave for any portion of the day blood is donated, for travel to the donation site, donation and recovery as follows:

(1) When the Blood Mobile comes to the Center employees will be excused, without charge to leave, for the period of time required to report to the collecting area, processing, donating blood and the period necessary to recuperate, and return to duty, not to exceed two (2) hours.

(2) When an employee is scheduled to donate at the Milwaukee Blood Center, he/she will be excused for a reasonable period of time, not to exceed four (4) hours, for transportation, donation, and transportation back to duty after recuperation if a significant portion of employee's tour of duty remains. If abuse is suspected, the supervisor may require verification of blood donation.

(3) Time of appointments for donation must be approved by the supervisor in advance to permit proper scheduling of work. Employees on call for blood donation shall notify their program manager in writing.

c. For registering to vote and/or voting in governmental elections, when the polls are not open at least three (3) hours either before or after an employee's regular hours of work. The employee may be granted an amount of excused absence to vote which will permit the employee to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

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

(1) For Jury duty.

(2) To appear as a witness on behalf of the Federal, District of Columbia, state or local government.

(3) To appear as a witness on behalf of a private party in an official and job related capacity or to produce official records.

(4) To appear as a witness in an unofficial capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. In these cases, the employee is not entitled to retain fees received as an official witness. In a judicial proceeding involving only private parties, the employee is required to take annual leave or leave without pay to appear in such a proceeding and is entitled to retain any fees for the witness service.

(5) Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts is indicated on the pay voucher or check as either “fees for services rendered” or as “expense rendered” or “expense money.” Expense money may be retained by the employee; fees for services rendered must be submitted to the appropriate financial office.

(6) It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court related services.

(7) An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day is expected to return to the employee’s regular VA duties except when:

(a) Only a small portion of the workday would be involved and thus no appreciable amount of VA service would be rendered.

(b) The distance from the court to the place of duty is such that this would be an unreasonable requirement.

(c) The regular tour of duty occurs in the evening or at night.

8. Leave Without Pay.

a. Requests for *LWOP* will be given serious, bona fide consideration. The granting of *LWOP* will be in a fair and equitable manner.

b. *LWOP* may be requested in the same manner and for the same purposes as annual leave and sick leave.

c. Upon written request from the Union President or his designee, an employee may be granted leave without pay to engage in Union activities on the national, regional, state or local level, or to work in programs sponsored by the Union or the AFL-CIO. Such requests will be referred to the appropriate Management official. Such employees shall continue to accrue benefits in accordance with applicable *OPM* regulations. *LWOP* for this purpose is limited to one year but may be extended or renewed upon proper application.

d. Upon return to duty after a period of *LWOP*, the Employer will restore the employee to the position which the employee held prior to the leave or to a similar position at the same grade and pay within the Medical Center.

e. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted *LWOP* upon request. Employees may also be granted *LWOP* upon request if they have leave to their credit but choose not to take it.

9. Sick Leave.

a. Granting of sick leave will be administered in accordance with provisions of VA Handbook 5011, Hours of Duty and Leave. Employees shall be counseled concerning excessive use of sick leave. Sick leave shall be granted to employees upon request of the employee or his/her *family member* for any of the following reasons:

(1) When the employee is incapacitated for the performance of duty because of sickness, injury, or confinement due to pregnancy or health department ordered quarantine;

(2) For medical, dental, or optical examination or treatment when arranged with the supervisor at least one (1) day in advance, except in emergency situations, to allow for schedule adjustments;

(3) To participate in substance abuse treatment programs or counseling that would not be covered by authorized absence; or

(4) As authorized under the provisions of the *Family Friendly Leave Act* as set forth in Station Memorandum HRM – 62, Absence and Leave.

b. The Employer agrees to allow employees sick for four (4) workdays or less the right to sign a statement indicating the nature of the illness in lieu of a medical certificate. Sick leave of more than four (4) workdays shall be supported by a medical certificate. The medical certificate must indicate that the employee was incapacitated from work, the dates of incapacitation, and the physician's original signature, not a stamp. The medical certificate should include the dates the employee was under the physician's care, and that the employee was incapacitated for duty on specific dates. The medical certificate must be presented at the time the employee returns to work. In the event a medical certification is deemed unacceptable, the employee must provide sufficient certification within five (5) working days. If an employee is on leave restriction, Management may require a physician's statement for every use of sick leave. In addition, an employee may be required to provide a medical certificate for an absence of four (4) workdays or less if Management believes there has been an abuse of sick leave.

c. Nutrition and Food Service employees who are on sick leave for more than three (3) days of illness, sick with a sore throat and a fever for 48 hours, ill with gastrointestinal illness like diarrhea, ill with an infectious disease, or have draining sores, must be cleared by the Employee Health Clinic (*EHC*) before being able to return to work. Nutrition and Food Service employees scheduled to work the early shift must be cleared by the *EHC* the day before. Nutrition and Food Service employees scheduled to work the evening shift must be cleared by the *EHC* before the start of the scheduled tour. Please refer to Station Memorandum PC – 155, Employee Health Services.

d. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a physicians certificate on a continuing basis if the employee: (1) is not on leave restriction, and (2) provides, if requested, an updated valid medical certificate every six (6) months which clearly states the continuing need for the periodic absences.

e. A medical statement may be required to prevent further abuse of sick leave usage. Once an employee is placed on sick leave restriction, the restriction may be reviewed in three (3) months upon request of the employee, but will be reviewed every six (6) months. Following such review, if the employee's attendance has improved substantially, the sick leave restriction will be lifted immediately. A sick leave restriction should be based upon just cause. Frequency or amount of leave used will not be the sole factor for determining sick leave abuse, nor will leave for which medical documentation has been provided. The employee will be notified in writing if the restriction will be lifted or continued. If the restriction is continued, reasons will be provided in writing. Warning letters regarding concerns over leave abuse will be issued to the employee prior to placing them on leave restriction.

10. Nature of Illness. Employees will not normally be required to reveal the nature of the illness as a condition for approval of sick leave, except for the conditions stated in Section 9 c. for Nutrition and Food Service, and VCS employees.

11. Advance Annual/Sick Leave.

a. An employee may be advanced all annual leave that will accrue up to the end of the leave year. However, advance annual leave may not be granted to an employee if there is a likelihood the employee will retire, be separated, or resign from the VA employment before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining *advanced annual leave*.

b. Employees who are incapacitated for duty because of serious illness or disability may be *advanced sick leave* for up to 30 days. The employee will not be required to utilize any annual leave prior to utilizing the *advanced sick leave*. *Advanced sick leave* can only be granted if there is a reasonable expectation the employee will return to duty for a sufficient period to accrue the amount of sick leave advanced. Any request for *advanced sick leave* must include a medical statement indicating the amount of time needed (NTE 240 hours), and a statement the employee is expected to return to duty.

c. Advance sick leave may be combined with annual leave when necessary to cover one continuous period of absence.

d. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.

e. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.

12. Leave for Bereavement.

a. Upon request, subject to any documentation requirements, leave approving officials shall approve up to five (5) days of annual leave, sick leave and/or *LWOP* for employee to mourn the death of a *family member*.

b. Upon request, subject to any documentation requirements, leave-approving officials shall approve one (1) day of annual leave, sick leave, and/or *LWOP* for employees to mourn the death of a grandparent of their spouse.

c. The supervisor has discretion to require documentation (e.g., obituary, death certificate) prior to final approval of *bereavement leave*. However, this documentation will normally be required only in unusual circumstances.

13. Holidays. Supervisors shall determine the number of employees who can be spared from duty on a given holiday. Consistent with this determination, the supervisor shall allow as many employees as possible to be off duty on a holiday.

14. Leave Increments. Leave usage will be charged in increments of 15 minutes.

ARTICLE 18 Work Rotation

The Union has the right to negotiate methods of employee assignment into rotation when there is a change in current practice. The Employer and Union agree, that where rotation of job assignments is practiced, this rotation shall occur according to a regular time schedule established for the work unit. Also, where shift or job rotation is practiced, all employees shall be scheduled an equal period of time, unless otherwise agreed. In case of emergency or where an employee is handicapped or temporarily restricted for medical reasons, exceptions may be made. The Union is to be notified when changes to work rotation are planned, to permit discussion with the employees affected by the change.

ARTICLE 19 Tours of Duty

1. Normally employees regularly scheduled tour of duty will allow at least 10 hours off duty time between tours.

2. Where shift rotation is not practiced and a vacancy exists, employees on the same work schedule, title, series and grade, and are considered equal, and who respond to an inquiry of interest, will normally be offered the shift by seniority. Existing medical restrictions/accommodations may supercede seniority.

3. A workweek normally begins on Sunday and ends on Saturday. Whenever possible, the workweek shall consist of five (5) consecutive days with two (2) consecutive days off. However, for the purpose of scheduling, a maximum of six (6) consecutive days may be worked in the VCS, Nutrition and Food Service, and Facilities Management Division. Normally shift schedules and areas of assignment will be posted at least 14 days in advance. Modifications to the postings may be necessary to meet operational needs due to emergencies and unanticipated employee absences or accommodations. The Employer shall refrain from modifying posted shifts solely for the purpose of avoiding *overtime* payments. Every effort will be made to assure that employees will have no less than two (2) consecutive days off (except in Nutrition & Food Service and VCS where established tours do not regularly accommodate consecutive days off). Changes in the above procedures will not be made without negotiation with the Union to extent allowed by law.

4. Rotation of weekends and holidays will be on a fair and equitable basis.

5. The Employer will permit reasonable clean-up time at the end of each shift for the purpose of returning tools and cleaning up the work areas and machinery as necessary in each work area. No employee shall be required to remain after the end of his or her shift for the purpose of cleaning up his or her work area without compensation. Should an area or assignment consistently require additional time after the end of the shift for clean-up, Management will assess those situations to determine if changes can be made to reduce the frequency of the occurrences.

6. The Employer will approve the exchange of shifts and/or days off by employees of the same job classification and who have the necessary, skill, ability, dependability, and conduct, provided the exchange is consistent with the operational needs of the facility and does not result in *overtime* or a violation of the basic workweek, and is made with the mutual consent of both employees.

7. All effected employees within a job classification, department, or work group will have the right to vote by openly signed petition as to whether to initiate, continue or discontinue shift rotation practices provided such change is consistent with the operational needs of the facility. Such petitions will be administered by the Union. Upon certification from the Union as to the results of such petitions, the rotation practice in affected area(s) may be altered consistent with the Management needs of the facility. Employees in effected work groups cannot circulate such petitions more than one (1) time in any one (1) year period.

8. Establishment of permanent new tours of duty or permanent changes in existing tours of duty will be brought to the attention of the Union in advance. The impact and implementation of these changes are subject to negotiation.

9. An employee whose personal religious beliefs require that he/she abstain from work during certain periods of the workday or workweek may elect, with prior approval of the supervisor, to work compensatory *overtime* for the purpose of taking time off without charge to leave. An employee's election to work compensatory *overtime* in order to take time off for religious observances shall be granted unless the employee's absence from work would interfere with the efficient accomplishment of the Employer's mission. An employee may work such compensatory *overtime* before or after the grant of compensatory time off. Compensatory *overtime* shall be credited to an employee on an hour for hour basis or authorized fractions thereof.

10. Existing past practices remain in effect unless in conflict or inconsistent with this Article.

11. Alternate Work Schedules (AWS). This section sets forth the procedures to be followed for AWS, including flextime, Compressed Work Schedules (CWS) and credit hours. AWS means a schedule other than the traditional eight (8) hour fixed shift. The AWS currently authorized and available for bargaining unit employees is CWS. Should other forms of AWS be authorized and become available, they will be subject to negotiation.

a. The parties recognize that the functions of some work units may allow for use of AWS within the respective work unit. Compressed work schedules approved for use by bargaining unit employees are 4/10, 5/4/9 and 6/12/8.

b. Bargaining unit employees may request, through the Union, to work a compressed schedule. The request must identify the employee's name, title, work unit, the compressed tour and schedule being requested, and a justification regarding the benefits of the compressed tour in relation to one of the following areas: 1) increased productivity; 2) a cost savings or decrease to cost of operations; or 3) enhanced customer service. The Union should forward the

request(s) to the Division Manager with a copy furnished to the immediate supervisor. The Employer will act upon these requests as soon as possible but no later than 30 days from receipt of the request. Requests for compressed work schedules for individual employees or work groups cannot be submitted more than one (1) time in any one (1) year period except in cases where there is new or significant information justifying the request. Employees already on compressed tours will not be required to file a new request to remain on their current compressed tour.

c. The criteria for approval or disapproval of a compressed work schedule will be in accordance with applicable laws, rules and regulations of appropriate authorities applied without favoritism or in an arbitrary manner.

d. If the approving official disapproves establishing a requested compressed work schedule, the Union may appeal this determination through appropriate procedures to *FSIP* for resolution. *FSIP* shall take final action and provide a decision to the parties within 60 days of receipt.

e. Once operational needs are taken care of, any other conflicts in scheduling for available days off will be resolved in favor of the employee who has seniority as defined in Article 16, Seniority.

f. Employees who wish to terminate their participation in a CWS may do so at the beginning of the pay period after notifying their supervisor at least one pay period in advance. Temporary modifications to the scheduled tour may be made by request to the supervisor at least one (1) pay period in advance. Approval will be dependent on workload needs and ability to accommodate the requested change. Hardship cases will be considered.

g. Approved CWS schedules may temporarily be suspended in consideration of mission essential requirements including but not limited to periods of peak leave usage or minimum staffing levels. For periods of training and/or travel, employees may be required to revert back to a normal workweek for the pay period.

h. Current CWS agreements will remain in effect unless modified or eliminated through negotiation. Permanent modification of CWS schedules may be made due to program needs following appropriate negotiations. Management may propose to discontinue CWS schedules based on adverse agency impact in accordance with 5 USC 61.

i. The Employer will provide the Union with advance written notice of any survey or study concerning AWS in which information is sought from bargaining unit members.

ARTICLE 20 Rest Periods

1. The Union and the Employer agree that it is desirable for supervisors to authorize brief periods during which employees may interrupt their work to obtain refreshments or relief from fatigue or constant attending to duty. A rest period of 15 minutes duration will be allowed each employee twice during each eight (8)-hour day, normally one in the first half and one in the second half of the shift. A rest period of 10 minutes duration will be allowed each employee during each period of extended shift *overtime* of at least two (2) hours duration but less than four (4) hours. On days when all work is *overtime*, or in the case of extended shifts, a rest period of 15 minutes will be allowed for each period of four (4) hours worked. Rest periods will not be added to periods of leave or the beginning or end of the employee ' s work shift or lunch period.

2. The Employer will continue the existing lunch and break arrangements. If the Employer determines that an adjustment to lunch and/or breaks is necessary to solve any significant public service or long-term operational problems, the Union will be given the opportunity to bargain on such changes in working conditions. The Employer will have the right to make adjustments, without negotiations, in emergency situations.

ARTICLE 21 Committees

1. The Union will be allowed representation on Medical Center (and local Canteen or Cemetery equivalents) councils, committees and task forces that gather information, formulate recommendations and propose changes that impact bargaining unit members such as: Partnership Council, Equal Employment Opportunity Advisory Committee, Environment of Care, Accident Review Board, Prevention of Workplace Violence Committee, and the Local Wage Survey Committee. Typically these councils, committees and task forces meet at regularly established times. They have assigned members who receive copies of minutes (when required) and notification of any change to the meeting time or location. The Union representative and an alternate will be designated in writing by the Union to the chair of the council, committee or task force and the employee's immediate supervisor. Union representatives will be on *official time* to participate in these meetings, perform follow up assignments, and do meeting preparation as required.

2. The Union will designate the appointment of a representative to participate in the *Combined Federal Campaign*. These employees will be on *official time* during their participation and fund drive work.

ARTICLE 22 Employee Assistance Program

1. The Employer shall institute an effective Employee Assistance Program (*EAP*) meeting the requirements of applicable laws, regulations, and guidelines.

2. Employee participation in the *EAP* shall be voluntary.

3. While the Employer has no interest in employees' private lives, both the Employer and the Union recognize that medical/behavioral problems, including alcoholism, drug

abuse, personal/emotional, financial, marital, family, and legal problems, can interfere with an employee's job performance or conduct.

4. The Employer and the Union acknowledge that such problems can be resolved with proper treatment, and workers can return to high levels of productivity.

5. Employees who suspect that their job conduct and/or performance are being adversely affected by personal problems have the responsibility to seek professional assistance and to comply with appropriate treatment. A supervisor shall immediately refer to the Program any employee who acknowledges having a medical/behavioral problem. The responsibility to advise a supervisor and/or the *EAP* coordinator/counselor about receiving outside professional help for personal problems resides with the employee.

6. Whenever a supervisor becomes aware that an employee's use of alcohol or other drugs may be contributing to a performance or conduct deficiency, the supervisor shall recommend and refer the employee to the *EAP*. It is agreed that no employees who enroll and participate in good faith in the *EAP* will be subject to disciplinary or adverse action as a result of their problem in the first instance so long as no criminal action is involved and until the employee has been given reasonable time and opportunity to be rehabilitated. Employees will be required to provide evidence of their continuing participation in the *EAP* and an appropriate rehabilitation program. However, this will not prevent discipline or adverse action in the event of severe or egregious action.

7. Participation in the *EAP* shall not jeopardize an employee's job security or his/her opportunity for promotion, except as limited by Title II, section 201(c)(2) of Public Law 91-616, and section 413(c)(2) of Public Law 91-255, relating to sensitive positions.

8. Employees who participate in this program will be granted appropriate leave (annual leave, sick leave, leave without pay) as requested. Leave is required for any absence from duty during normal working hours whether treatment or counseling sessions are given in-house or off station.

9. The Employer shall maintain an up-to-date listing of in-house and community professional counseling resources for appropriate assessment, counseling, and treatment of medical/behavioral problems.

10. The *confidentiality of information* maintained about *EAP* participants is protected by the Privacy *Act* (5 USC 552a), the Alcoholism Law (42 USC 4541, et seq), the Drug Abuse Law (21 USC 1101, et seq), and their implementing regulations (42 *CFR* 1 A2). As a general rule, information about participants, whether or not recorded, is confidential. It may only be disclosed as authorized in regulations. Implicit or negative disclosures are prohibited. Information may only be released with the written consent of the employee concerned.

11. One (1) *Work Site Leader* representing each division may attend appropriate training related to the *EAP*. The Employer will furnish the Union with a listing of the *EAP* Coordinator and Counselors. The Union will have the right to refer bargaining unit employees to the *EAP*.

ARTICLE 23 Position Descriptions and Job Grading

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

2. Position descriptions must clearly and concisely state the principal and grade controlling duties, responsibilities, supervisory relationships of the position, and any other information that is necessary to establish proper title, series, and grade.

3. Supervisors will furnish their employees a current, accurate copy of the position description to which the employee is assigned at the time of assignment and upon request. A copy of specific position descriptions, as required, shall be given to the Union to resolve individual problems upon request.

4. Duties and responsibilities which will have an impact on the series, grade level or performance standards of the position shall be promptly incorporated in the position description to insure that the accuracy of the classification is maintained. Incidental changes may be made by the Employer in the form of pen and ink notations on the position description. The Union will be provided the opportunity to review changes in position descriptions, which reflect changes in duties or responsibilities. In accordance with laws and Federal regulations, employees shall be properly compensated for duties performed on a regular and recurring basis.

5. It is agreed that the Employer will inform an employee of any change(s) in his/her position description. If as a result of a position classification review by the Employer it is determined that changes have been made in the title, grade, or major duties of a position, these changes will be explained to the employee by the Employer.

6. When new or revised *Job Grading Standards* for wage grade positions are issued, the Employer will notify the Union of such changes and provide the Union with the *OPM* web site address within 14 calendar days of receiving such revisions. Upon request the Employer will negotiate with the Union to the extent permitted by law prior to their final implementation.

7. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the appropriate Classification Specialist who will explain the basis for the classification/job grading. In such discussions, the employee shall have the right to be accompanied by a *Work Site Leader*/*Coordinator*. An employee and/or the Union, upon request, will have access to the position description, evaluation report, if available, organizational and functional charts, and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. When a *desk audit* is conducted it will be completed within 90 days, if reasonable, of the Union or employee request. In such discussions, the employee shall have the right to be accompanied by a *Work Site Leader/Coordinator*.

This time frame may be extended by mutual consent. As appropriate, *desk audits* will be performed at the employee's workstation.

8. An employee may file a *job grading appeal* at any time through appropriate channels whether or not this informal classification review process was followed. The Employer will provide employees and the Union with copies of procedures for filing *job grading appeals* through the VA channels upon request. Employees or their representatives must submit their *job grading appeals* through *GLHRMS*. *GLHRMS* will forward the appeal to VACO no later than 15 days from receipt and will provide the Union with one (1) copy of the employee's appeal request. An employee who is dissatisfied with a VA *job grading appeal* decision from VACO is entitled to file a subsequent appeal with *OPM* in accordance with current regulations. An employee who files an appeal or their representative is entitled to a copy of the *job grading appeal* file.

9. The Employer will meet and confer with the Union on procedures pertaining to classification reviews.

10. No position(s) will be downgraded without a thorough review. The incumbent of a downgraded position will receive *grade and pay retention* benefits in accordance with law and regulations.

11. Levels of delegations of authority for the classification of positions will be specified in Employer policies and regulations.

12. Positions will be classified by comparing the duties, responsibilities, and supervisory relationships in the official position description with the appropriate job-grading standard. The Employer will apply newly issued *OPM job grading standards* within a reasonable period of time. Upon request, the Employer will provide the Union with the web site address for, or copies of any VA guidance provided to field facilities in connection with any *job grading standards* not available on a web site.

13. The effective date of a personnel action taken as a result of an appeal should not be later than the beginning of the fourth pay period following the date of the decision.

14. There shall be a review of each employee's position description once every three (3) years.

15. The Union shall be notified as soon as practicable after the Employer has received notification of any downgrading of positions occupied by unit employees. The Union shall maintain strict confidentiality concerning such information. The Union shall be given a copy of all notices and information sent to affected unit employees.

ARTICLE 24 Performance Evaluation

1. Performance evaluation means the total process of observing an employee's performance in relation to the performance requirements over a period of time, and of then making objective and subjective assessments of it on which to base judgments about the performance. The VA performance appraisal system has five possible rating

levels: Outstanding, Excellent, Fully Successful, Minimally Satisfactory, and Unsatisfactory. Any Unsatisfactory rating made by the supervisor must be supported by appropriate and factual examples giving dates, incidents, etc. This information will be made available to the employee upon request.

2. All employees shall receive an annual performance evaluation in accordance with applicable regulations. The annual rating period will be October 1 through September 30. When an employee has not been under elements and standards for the minimum appraisal period of 90 days in the position, which he/she occupies at the end of the appraisal period because of position change or any other reason (including career promotion), the appraisal period will be extended to provide for the minimum appraisal period under standards. Within 10 workdays following the conclusion of the appraisal period, an employee may submit to the rater any information related to his/her performance during the appraisal period, which the employee wishes the rater to take into consideration in evaluating his/her performance. The original copy of the approved performance appraisal and rating will be forwarded to Human Resources for filing in the employee's *OPF* in accordance with applicable regulations and procedures. A copy of the approved appraisal and rating will also be given to the employee and discussed after annual performance ratings are completed. The employee should receive his/her copy of the appraisal within 60 calendar days following the end of the appraisal period (normally November 30), or as soon thereafter as possible if the rating period has been extended. The rater shall hold a progress review for each employee at least once during the appraisal period, usually at the midpoint. At a minimum, the employee shall be informed of his/her level of performance by comparison with the elements and performance standards established for his/her position. The progress review shall be documented in the appropriate space on the appraisal form. If performance of any element is less than successful, appropriate action in the form of a written counseling or a warning of unacceptable performance (performance improvement plan) must be initiated to correct the performance.

3. An employee entering a different position retains the performance rating of record until a new rating based on performance is assigned. However, in a new position, it is recognized that the employee's performance is presumed to be successful until such time as the new standards have been applied.

4. An employee whose performance is unacceptable because of less than successful performance in one or more critical elements, as identified by the supervisor, will be advised of the fact in writing and given at least 60 days to raise work performance to a successful level. An employee may be placed on a 60-day performance improvement plan at any time during the appraisal period. When an employee has been performing unacceptably the employee will be notified as soon as the problem is perceived. If the performance improvement plan is not issued 60 days before the annual rating of record is due, the rating will be postponed until the employee has had at least 60 days to improve performance.

5. The performance improvement plan will state:

> a. All critical elements of the position which the employee is failing to perform at the successful level, giving specific examples of the performance deficiencies;

b. What the employee must do to bring work performance to a successful level in the 60 day period; and

c. What efforts will be made by Management to help the employee improve by, for example, providing additional on-the-job or formal training, special assignments, or other means.

6. An employee placed on a 60 day performance improvement plan will be given an interim written evaluation after 30 days and a final written evaluation of his/her performance at the end of the 60 days. The evaluations will include specific examples of any improvements and/or continued failures in performance as related to the elements identified in the performance improvement plan. The evaluations will also include a description of the efforts made to help the employee improve during the opportunity period. The final evaluation will inform the employee as to whether or not his/her performance has improved to an acceptable level. An employee whose performance remains unacceptable at the end of the opportunity period may be reassigned, reduced in grade or removed in accordance with applicable regulations.

7. A performance appraisal or overall rating assigned is subject to the negotiated grievance procedure described in Article 15 of this Agreement.

8. All other aspects of performance evaluation not specifically set forth above will be administered in accordance with the provisions of VA Handbook 5430, Part I, Title 5 Performance Appraisal Program.

9. The Employer agrees to allow employees, to the greatest extent possible, the opportunity to participate in the establishment of performance standards for their particular jobs.

ARTICLE 25 Merit Promotion

1. All personnel actions involving career progression taken under the provisions of the Employer's *Merit Promotion Plan* for bargaining unit employees shall be consistent with the spirit and intent of the merit system principles, and shall be based on job related criteria. Employees have a responsibility to become familiar with and understand the basic provisions of the *Merit Promotion Plan* and to seek out clarification and/or additional information from supervisory or Management officials.

2. Promotions and internal placements of bargaining unit employees will conform to the provisions of applicable laws, rules, and regulations, and the Employer's current *Merit Promotion Plan*. Any changes in the current *Merit Promotion Plan* will be subject to negotiations as appropriate and required by law.

3. All vacancies to be filled under the provisions of the *Merit Promotion Plan* shall be appropriately publicized to ensure that all employees have an equal opportunity to participate in the *merit promotion* program. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated,

and classified according to series, title, and grade. When vacancy announcements are posted, they will be posted on all official bulletin boards for 10 calendar days prior to the closing date to give all employees an opportunity to make application for the job. Copies of all vacancy announcements will be provided to the Union.

4. Promotion nominations and selections shall be made without regard to personal favoritism, employee organization membership, or any other facet of an employee's background not directly related to performance on the job. The Employer will ensure that all qualified employees have equal opportunity for promotion and that all covered employees receive a copy of the *Merit Promotion Plan*. Position vacancies will be filled without discrimination for such reasons as race, color, religion, national origin, sex, age, lawful political affiliation, marital status, physical or mental handicap when the handicapped employee is qualified to do the work, or membership or non-membership in a labor organization.

5. Supervisors will keep employees currently advised of weaknesses in their job performance and, upon request, will counsel employees on how to improve their qualifications and potential for promotion.

6. The Employer agrees that an employee and/or his/her designated representative will be permitted to review his/her promotion qualifications, and the rating and ranking action when the concerned employee is a candidate for promotion and is not selected. The request to review must be submitted by the employee or his/her representative to the designated *GLHRMS* Labor Specialist within 15 calendar days of receipt of the notice of non-selection. The following information about specific promotion action shall be available to an employee and/or his/her representative upon request:

a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of minimum qualification requirements for the promotion;

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

c. Who was selected for promotion; and

d. In what area, if any, the employee should improve to improve chances of future promotion.

7. Employees filing complaints and/or their designated representative shall be permitted to review any and all documents that are necessary and relevant, and that are used in evaluating the employees referred for selection. All documents will be sanitized by *GLHRMS* prior to review.

8. When filling bargaining unit positions, interested part-time employees will be given first consideration for filling full-time positions of the same series and grade through a change in work schedule personnel action, unless the positions will be filled from a higher priority source. Selection of employees for work schedule changes will be based on the same type of factors that would be considered in selecting employees for

promotions, including the type and quality of experience. Such selections will also conform to the spirit and intent of the merit system principles.

9. The Employer and the Union will jointly explore various means of enhancing career development opportunities for bargaining unit employees provided such means are compatible with program and work considerations. Career development opportunities may include career counseling, filling positions at lower-grade, trainee levels, establishment of apprenticeship programs, establishment of bridge positions, and skills upgrading/training opportunities. The Employer, in consultation with the Union, will determine the nature and extent of career development opportunities based on a consideration of ceiling and budget constraints, available training resources, programmatic requirements, workload requirements, the composition of the workforce, and potential applicant pools. (Also see Article 32, Training.)

10. The Employer will annually make training opportunities available for bargaining unit employees to enhance their understanding of the merit system and the *Merit Promotion Plan*, and how to apply for internal placements and promotions.

11. The parties agree that staffing actions involving VCS positions and employees will be consistent with the spirit and intent of the merit system principles. VCS applications, which meet the minimum qualifications requirements shown on canteen position descriptions, will be marked “eligible”. Others will be marked “ineligible” and maintained for one year in an inactive file and then disposed of. The upgrading of a filled position due to the increase of duties and responsibilities does not constitute a position vacancy. When a position is to be filled through the VCS procedures it shall be fully identified as to grade, title, organizational location and a brief duty statement highlighting major duties and responsibilities of the position. VCS postings shall also contain the procedure for making application.

ARTICLE 26 Details and Temporary Promotions

1. General

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

b. The Employer agrees that informal or formal details of employees will be kept within the shortest practicable time limits as required by this Agreement, and applicable VA and *OPM* regulations.

c. The following procedures shall apply when offering noncompetitive details of 10 consecutive workdays or more to both classified and unclassified positions:

(1) The Employer will seek volunteers among the eligible employees to determine if anyone wishes to be detailed. If the same number of volunteers as vacancies exist, they shall be selected.

(2) If more employees volunteer than vacancies exist, the Employer will select from the qualified volunteers. Seniority will be the selection criterion.

(3) If there are no volunteers, then the least senior qualified employee(s) will be selected.

(4) If there are fewer volunteers than vacancies, then the volunteers will be selected and additional persons will be selected as in Paragraph c. (3) in this Section.

(5) The Employer will notify the Union of all details of 30 days or more.

d. The procedures in Paragraph c. in this Section shall apply except in the following circumstances:

(1) When Management can demonstrate that the position to which an employee must be detailed requires unique skills and abilities that are not possessed by any other eligible employee;

(2) When a bona fide medical or operational emergency requires or precludes the detail of a particular employee; and

(3) When the Employer makes a detail to accommodate a substantiated medical or health problem.

e. Details of less than 10 consecutive workdays shall be on a fair and equitable basis.

f. Temporary promotions

(1) Employees detailed to a higher graded bargaining unit position for a period of more than 10 consecutive workdays must be temporarily promoted if the employee meets basic qualifications. The temporary promotion will be made effective at the beginning of the first day following the 10th consecutive workday but no later than the beginning of the first pay period following the 10th consecutive workday. When it is known, in advance of the detail, that the detail to a higher grade is expected to last more than 10 consecutive workdays, a temporary promotion will be effective instead of the detail. Normally employees will not be detailed to a higher graded position in excess of 10 consecutive workdays unless they meet the basic requirements for a temporary promotion. The 10 consecutive work day provision will not be circumvented by rotating employees into a higher-graded position for 10 consecutive work days or less solely in order to avoid paying the higher rate of pay. Rotating employees on a voluntary basis for 10 consecutive workdays or less for

the purpose of providing experience in a higher graded position is acceptable.

(2) Temporary promotions in excess of 60 calendar days shall be filled through competitive procedures. Temporary promotions of less than 60 days shall be made in accordance with Section c. among qualified employees.

(3) Restriction on Lower-Graded Duties. Should the requirements of the Employer necessitate a detail to a lower-level position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

g. Voluntary Reassignment. Employees seeking voluntary reassignments shall be entitled to prompt and fair consideration.

h. Shift Change and Relocation

(1) Employees may request to relocate from one area of the facility to another (or from one shift to another) to fill a vacancy in the same position (PD#) in the same work schedule (FT-to-FT or PT-to-PT) within the same division with the same advancement potential.

(2) In filling such a vacancy, seniority will be considered and the request will be granted if the employee has the requisite skills and abilities, provided such relocation would be consistent with effective and efficient staffing. The Employer reserves the right to make the assignments based on other good faith considerations in assuring effective management of the work force.

i. Assignments of Duties for Medical Reasons. Employees recuperating from serious illness or injury and temporarily unable to perform their assigned duties as certified by a physician may voluntarily submit a written request to their supervisor for temporary assignment to duties commensurate with the disability and the employee's qualifications. The Employer may require that such requests be reviewed by a Federal medical officer for appropriate recommendations. The Employer will consider such requests in accordance with applicable rules and regulations and medical recommendations. The Employer will, to the extent feasible, temporarily assign the employee to an appropriate vacancy or duties and responsibilities within his own division/section commensurate with the employee's disability and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified.

j. Reassignments shall not be used as punishment, harassment, or reprisal.

ARTICLE 27 Disciplinary and Adverse Actions

1. For the purposes of this Article, a disciplinary action is a letter of admonishment or reprimand, or a suspension for 14 calendar days or less. An adverse action is a removal, suspension for more than 14 days, *furlough* without pay for 30 days or less, or involuntary reduction in grade or pay when *pay retention* is not applicable. It does not include any action directed or subject to the approval of the *OPM*, a reduction-in-force action, an action based on security determinations, or others actions as prescribed by law.

2. The basic procedures and rights of employees, as outlined in appropriate regulations, shall be observed in handling locally imposed disciplinary and adverse actions. Such actions shall be based on just cause, be consistent with applicable laws and regulations, policy and accepted practice of the Employer, and be fair and equitable. Disciplinary and adverse actions will be timely based upon the circumstances and complexity of each case.

3. In the event disciplinary action is taken, the employee shall be advised that he or she may appeal the decision under the negotiated grievance procedure contained herein and of the time limit on filing the grievance. Normally admonishments will be retained for six (6) months to one (1) year. Normally reprimands will be retained for one (1) to two (2) years. Admonishments and reprimands may be removed from an employee's files after a six (6) month period. If an employee requests removal of such actions after six (6) months, they should be removed if the purpose of the discipline has been served. In all cases, an admonishment will be removed from an employee's file after two (2) years and a reprimand will be removed after three (3) years. Suspensions, which are more than four (4) years old, will be examined closely to determine their appropriateness in support of further disciplinary/adverse actions.

4. Alternative discipline can positively instruct employees, maintain accountability while avoiding the negative effects on productivity and morale that can accompany traditional discipline. To this end, the Employer agrees to consider alternative forms of discipline for all actions short of removal, which are not as a result of fighting, violence or similar serious forms of misbehavior. The parties also agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve employee behavior, rather than punish.

5. Processing Disciplinary Actions

a. An admonishment is a disciplinary action for which no proposal is necessary.

b. An employee against whom a reprimand or suspension of 14 calendar days or less is proposed is entitled to a 14 days advance written notice, unless the crime provisions are invoked. The notice will state the specific reasons for the proposed action. The Employer agrees that the employee shall be given a reasonable amount of time up to eight (8) hours of time to review the evidence on which the notice of disciplinary action is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee or their designated representative.

c. The employee or their representative may respond orally and/or in writing as soon as practical but no later than 10 calendars days from receipt of the proposed disciplinary action notice. The response may include written statements of persons having relevant information and/or appropriate evidence.

d. Extensions for replying to proposed disciplinary actions may be granted for good cause. The Management official will issue a written decision at the earliest practicable date. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. In responding to a proposed disciplinary action, the employee will be entitled to Union representation.

e. These provisions do not apply to probationary or *trial employees*.

6. Processing Adverse Actions

a. An employee against whom a removal, suspension for more than 14 days, *furlough* without pay for 30 days or less, or involuntary reduction in grade or pay when *pay retention* is not applicable is proposed is entitled to 30 days advance written notice, except when the crime provisions have been invoked. The notice will state specific reasons for the proposed action. Management agrees that the employee shall be given the opportunity to use up to eight (8) hours of time to review the evidence on which the notice is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee and their designated representative.

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

c. Extensions for replying to a proposed removal, suspension for more than 14 days, *furlough* without pay for 30 days or less, or involuntary reduction in grade or pay when *pay retention* is not applicable may be granted when good cause is shown. The appropriate Management official will issue a written decision at least five (5) days prior to the effective date. The written decision shall include the reason for the adverse action and a statement of findings and conclusions as to each charge. In responding to a proposed adverse action, the employee will be entitled to Union representation.

d. These provisions do not apply to probationary or *trial employees*.

7. Notice of Disciplinary or Adverse Actions

a. Notice of a final decision to take disciplinary or adverse action shall be in writing and shall inform the employee of appeal and grievance rights and their

right to representation. The employee will be given two (2) copies of the notice; one (1) copy may be furnished to the Union by the employee. *GLHRMS* will inform the Union when a disciplinary or adverse action has been taken against a unit employee.

b. Notices shall explain the reasons for the action taken and what evidence was relied upon to support the decision. The notice will also advise the employee how long the action will be maintained in their file. The supervisor will normally issue the notice to the employee and may do so without the presence of Union representation. If the employee or the supervisor wishes to discuss the notice, the employee has the right to have Union representation present. If the employee elects to have a Union representative present, the discussion will be delayed until the Union has an opportunity to furnish a representative.

8. Investigation of Disciplinary Actions

a. The Employer will investigate an incident or situation as soon as possible to determine whether or not discipline is warranted. Ordinarily this inquiry will be made by the appropriate line supervisor. The employee who is the subject of the investigation will be informed of their right to representation before any questioning takes place or signed statements are obtained. Other employees questioned in connection with the incident who reasonably believe they may be subject to disciplinary action have the right to Union representation upon request.

b. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. In all cases, the information obtained will be documented. Supervisory notes may be used to support an action under this Article in accordance with the provisions of Article 6, Employee Rights, Section 12.

9. Resignation, optional retirement, or requested reduction in pay secured by duress, intimidation, or deception would not meet the standard of just cause per Section 2 of this Article.

ARTICLE 28 Contracting Out Through Competitive Sourcing

1. It shall be the policy of the Employer to consult openly and fully with the Union to the extent permitted by law regarding the implementation of any review under Competitive Sourcing procedures of a function that affects bargaining unit employees or is currently performed by bargaining unit employees. The Employer agrees to comply with all provisions of the following directives and circulars that are in effect and applicable to the Employer at the time the Employer exercises its right to contract out: VA Directive 7100, “Competitive Sourcing” (and with any supplements or superseding circulars or directives), other applicable *contracting out* process, and any aspects of Office of Management and Budget (OMB) Circular A-76. The Employer will provide the Union with notice when a solicitation of bids for bargaining unit work is posted on the Internet within two (2) workdays of Management being informed of the posting.

2. The Employer agrees to take all possible actions to minimize the impact on employees when a function is contracted out. Affected employees will be retrained to the maximum extent possible. Maximum retention of *career* employees shall be achieved by considering attrition patterns and restricting new hires.

3. If the Employer makes a decision to contract out the work of bargaining unit positions and bargaining unit employees are affected, then the Employer will advise the Union of this decision as soon as possible in order to provide the Union the opportunity to request negotiations over the impact and implementation of this decision. Copies of appropriate documentation, such as cost studies, shall be made available to the Union upon request, when possible and in accordance with regulatory guidance.

4. In accordance with and as required by the VAAR (currently section 807.304-77) and the FAR (currently section 52.207.3), employees who are adversely affected or separated due to the *contracting out* of their jobs will be given the first opportunity to fill employment openings created by the contractor. This applies only to job openings for which such adversely affected or separated employees are qualified and does not apply when such employees would otherwise be prohibited from such employment by the Government post employment conflict of interest standards. All contractors shall be informed of the requirement before they enter the contract.

5. When employees are adversely affected by a decision to contract out, the Employer will make maximum effort to find available positions for employees. This effort will include:

a. Giving priority consideration for available positions within the Employer;

b. Establishing an employment priority list and a placement program; and

c. Paying reasonable costs for training and relocation that contribute to placement.

ARTICLE 29 Reduction-in-Force

1. All actions involving Reduction-in-Force (*RIF*) will be administered in accordance with 5 USC 3501-3504, 5 *CFR* Part 351, VA Handbook 5005, and other applicable laws and regulations.

2. The Employer shall notify the Union in writing of any impending *RIF* action affecting employees. The employer agrees to notify the Union at the earliest possible date but no later than 90 calendar days prior to the effective date. The notification shall give full details of the impending action and shall consist, at a minimum, of (1) the reason for the action, (2) the approximate number, types, and location of positions affected, and (3) the approximate date of the action. The Union shall have the right to negotiate with the Employer, if requested by the Union, concerning the impact of the *RIF* action on bargaining unit employees on issues not already covered in the contract. The Employer will maintain all lists, records, and information pertaining to actions taken under this Article for at least two (2) years in accordance with applicable rules and regulations.

3. The Employer will freeze all relevant vacant positions within the facility at least 60 calendar days prior to the effective date of a *RIF*. When the Employer decides to fill a vacant position after the effective date of the *RIF*, whether previously frozen by virtue of *RIF* or in the creation of new vacancies, affected employees will receive special placement consideration in accordance with the provisions and requirements of the VA Career Transition Assistance Plan.

4. An individual employee who is adversely affected by actions stated in this Article shall be given a specific notice not less than 60 calendar days prior to the effective date of the action. All such notices shall contain the information required by *OPM* governing regulations. The Employer shall also provide any employee to be separated by *RIF* with the appropriate information regarding unemployment benefits and any severance pay available to them.

5. The Employer shall provide complete information needed by employees to fully understand the action and why they are affected. The Employer will (1) inform all employees as fully and as soon as possible of the plans or requirements for actions in accordance with applicable rules and regulations; (2) inform all employees of the extent of the affected competitive area, the regulations governing such action and the kinds of assistance provided to affected employees; (3) provide information to employees on career transition, and Federal and non-Federal job listings; (4) conduct a placement program within the Employer to minimize the adverse impact on employees who are affected by *RIF*, including counseling for employees by qualified personnel on opportunities and alternatives available to affected employees; and (5) provide career transition services to affected employees in accordance with the VA Career Transition Assistance Plan.

6. The Union may review any bargaining unit employee's *OPF* at an employee's written request if the employee believes that the information used to place him on the register is inaccurate, incomplete, or not in accordance with laws, rules, regulations, and provisions of this Article.

7. Employer will state in writing that to the best of its knowledge the retention register is accurate as of the date it was developed. A copy of the retention register, as appropriate, will be made available to the Union, if requested by the Union in writing, at the earliest possible time.

8. Employees who are identified for separation or change to a lower grade as a result of *RIF* under this Article shall be entitled to reasonable time while otherwise in a duty status without charge to leave for (1) preparing, revising and reproducing job resumes and/or job application forms; (2) participating in local employment interviews; (3) using the telephone for local calls for reasonable periods of time to locate suitable employment; and (4) reviewing job bulletins, announcements, etc. Such employees will also be entitled to reasonable use of the facilities and/or services for the purpose of locating suitable employment including local telephone, reproduction equipment, interagency messenger mail, E-mail, typing, and counseling. Release from duty must be requested and approved and use of equipment is subject to availability due to work requirements.

9. Except for employees who are re-rated as allowed in 5 *CFR* Part 432, annual performance appraisals used for the purpose of retention standing will be frozen 60 calendar days prior to the effective date of the action. The three (3) latest annual appraisals of record prior to the freeze will be used to determine eligibility for additional credit toward an employee's *SCD*. To be credited under this Section, an appraisal must have been issued to the employee with all appropriate reviews and signatures and must be on record.

10. Upon receipt of specific notice notifying the employee that they are offered a reassignment or change to lower grade or will be released from their competitive level, the employee shall have 14 calendar days in which to accept or reject the initial offer made. If an employee is to be released from their competitive level, the "best offer" will be as close to the employee's current grade as possible. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available on or before the effective date of the *RIF*, the Employer will make the better offer to the employee. However, making the better offer will not extend the 60 calendar day notice period. Employees on detail will not be released during a *RIF* from the position to which they are detailed but from the affected employee's permanent position of record.

ARTCILE 30 Equal Employment Opportunity

1. It is the policy of the VA, the Employer, and the Union to provide and assure positive equal employment opportunity in recruitment, promotions, and all other employment matters in fullest adherence to the letter and spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the *Act*, and all other applicable laws, Government-wide rules, and regulations.

2. The Employer and the Union will jointly seek solutions to all outstanding EEO problems through *ADR*/*Mediation* and personnel management procedures to find mutually effective and lasting remedies to bona fide cases of discrimination.

3. Under the Incentive Awards Program, the Employer agrees to encourage recognition of employees and supervisors excelling in active contributions to the goal of EEO.

4. Disciplinary action may be taken against employees, supervisors, and Management officials who engage in discriminatory practices.

5. An employee discussing a problem of alleged discrimination with an EEO Counselor, or at any step of the EEO complaint procedure, shall have the right to be accompanied by a Union representative of his/her choice if he/she so desires. If, after discussing the matter with an EEO Counselor, the employee decides to pursue the matter under the negotiated grievance procedure, he/she will be represented by the Union until a final decision has been made, if he/she so chooses.

6. The Employer agrees to supply the Union with a copy of the Affirmative Action Plan and to consider Union suggestions for changes or improvements in future plans.

7. The Employer's EEO Program shall include, but not be limited to, the following:

a. Providing reasonable job accommodation for qualified disabled employees;

b. Reviewing selection processes and staffing procedures to identify those which are inconsistent with governing Federal EEO rules and regulations and taking corrective actions consistent with such rules and regulations in those instances where adverse EEO impacts are found;

c. Procedures that allow for the redesigning of jobs, where feasible and desirable, and which do not create an undue hardship to achieve the Employer's mission to utilize to the maximum extent possible the present skills of qualified disabled employees;

d. Making *reasonable accommodations* for the religious needs of employees when such accommodations can be made without undue hardship to the conduct of Employer programs;

e. Commitment to the prevention of sexual harassment; and

f. Affirmative Employment Plan(s).

8. *Reasonable Accommodations* for Employees with Disabilities

a. The Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities.

b. The Employer will offer *reasonable accommodation* to known physical or mental limitations of qualified individuals with a disability regardless of type of appointment, unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of the Employer's program as defined in 29 *CFR* Section 1614.203.

c. The parties agree that *reasonable accommodation* means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the essential duties of that position. Qualified employees with disabilities may request specific accommodations. The Employer will promptly consider requests for *reasonable accommodations* for employees with disabilities. Such accommodations will be evaluated on a case-by-case basis with regard to the merit of the request. Job restructuring is one method of achieving accommodation. When job restructuring is being evaluated as an accommodation, an assessment of the job will be made in regard to what is incompatible with the employee’s disability, determine what if any non-essential duties can be changed or eliminated without altering the essential functions of the job, and make changes to enable the employee to perform the essential functions of the position. The Employer, however, is not required to provide the employee's accommodation of choice as long as the Employer provides a *reasonable accommodation*.

d. Should a non-probationary employee become unable to perform the essential functions of their position even with *reasonable accommodation* due to a disability, the Employer shall offer to reassign the employee when a funded vacant position for which the employee qualified is available, up to the employee's release date, subject to all conditions in 29 *CFR* Section 1614.203(g) being met.

e. The parties agree that in many cases, changes in the work environment and other accommodations enable persons with disabilities to more effectively perform their job duties. An employee may be provided adaptive devices if the Employer determines that the use of the equipment is necessary to perform official duties. Such equipment does not cover personal items, which the employee would be expected to provide such as hearing aids or eyeglasses.

f. The Employer will be liberal in granting leave to accommodate the handicapping condition of employees. For example, leave without pay may be granted for illness or disability with appropriate supporting documentation.

g. The Employer will provide disabled employees full consideration for all training opportunities. Once an employee is selected for training, the Employer will provide *reasonable accommodations* to the employee to attend and complete the training whenever possible. It is the intent of the Employer to provide on-the-job training opportunities to qualified and disabled employees on the same basis as non-disabled employees consistent with operational needs.

h. For the purpose of continuing to provide *reasonable accommodations* for hearing-impaired employees, the Employer agrees to provide interpreter services for those employees who seek Union assistance and/or representation for their individual concerns. Interpreter services should be arranged in advance.

i. To provide employees with disabilities equal opportunity to perform official business travel, certain additional travel expenses necessarily incurred to reasonably accommodate the employee's disability may be reimbursed under the Federal Travel Regulations.

9. The Employer shall ensure that where there are situations of under representation, aggressive recruitment and development plans will be implemented. The Employer is encouraged to develop Affirmative Employment Plans through partnership with the Union. The Employer agrees to provide employees access to written information describing the discrimination complaints process and procedures and the Affirmative Employment Plan. A copy of the Affirmative Employment Plan, including statistical data, will be provided to the Union.

10. Complaints

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

b. The Employer agrees to the timely posting of the telephone number of the Office of Resolution Management *(ORM)* on official bulletin boards. The Employer will also provide the Union with a current list of *ORM* EEO Counselors and will update the list when *ORM* distributes an updated counselor list.

c. The *EEO Specialist* will fully advise employees who seek assistance on the procedures (including time limits) involved in processing an EEO complaint under the statutory EEO appeals procedure. The *EEO Specialist* will also advise the complainant that they may have a right to file a grievance under the negotiated procedure. If the employee elects to file a complaint, the employee must choose to file the complaint under the negotiated grievance procedure or the statutory EEO process but not under both.

d. The complainant may elect to use the existing *ADR* process, and if so, there will be an extension of no more than 90 days of the EEO counseling period. The complainant's rights to pursue an EEO complaint are not waived during the *ADR* process. At the same time, the complainant's responsibilities to comply with all requirements of the EEO process (for example, time limits and points of contact) must be adhered to. In the event that *ADR* is terminated for any reason, the complainant may continue to pursue an informal resolution of the matter with the EEO counselor or may request a Notice of Right to file a Formal Complaint from the EEO counselor. Guidance on the requirements of discrimination complaint appeals will be available in the office of the *EEO Specialist*, appropriate administrative office or from an *ORM* EEO counselor.

e. The representative designated in writing by the EEO complainant may request access to information on the complaint from *ORM*. The Union may request current statistics concerning discrimination complaints filed by Medical Center employees from *ORM*. *ORM* is the agency of record for EEO discrimination complaints and all related information.

ARTICLE 31 Fitness For Duty

1. The Employer may direct an employee to undergo a fitness for duty examination only under those conditions authorized by this Article and in accordance with 5 *CFR* 339.

2. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting their performance or conduct and/or an opportunity to voluntarily initiate an application for disability retirement on their own behalf.

3. Medical Determination.

a. The Employer may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation at any time as permitted by law or regulation. This would include when the Employer has identified an assignment or position (including

the employee's regular position), which it reasonably believes the employee can perform consistent with the medical limitations of their condition.

b. The Employer may offer a medical examination when an individual has made a request for medical reasons for a change in duty status, assignment, or working conditions or any other benefit or special treatment (including reemployment on the basis of full or partial recovery from a medical condition) and the Employer, after it has received and reviewed medical documentation, determines that it cannot grant, support, or act further on the request without verification of the clinical findings and clinical status.

(1) When the Employer orders or offers a medical examination under the provisions of the prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The Employer shall designate the examining physician but shall also offer the employee the opportunity to submit medical documentation from their personal physician (at their own expense), which the Employer shall review and make part of the file.

(2) The Employer shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed position description of the duties of the position including critical elements, physical demands, and environmental factors.

(3) The Employer shall order or offer a psychiatric evaluation to an employee only when the employee first provides results of a general medical or psychiatric examination or the Employer has first conducted a nonpsychiatric medical examination and, after review of the documentation or examination report, the Employer's physician determines that a psychiatric evaluation is warranted for medical reasons.

c. All medical examinations ordered or offered pursuant to Paragraphs 3a. and 3b. in this Article shall be at no cost to the employee and performed on duty time at no charge to leave.

d. Upon request an employee will be permitted to have Union representation during the functional capacity examination or testing process. The Union representative will be permitted to question and receive answers to questions, be informed of the reasons certain tests are given, and how such tests relate to an employee’s work situation, at the beginning and end of the functional capacity examination/test. If the employee is determined not to be fit for duty, the *EHC* will provide the employee with an explanation for the basis of this determination.

4. Subsequent to a determination from a fitness for duty exam, the following shall apply:

a. In all discussions with any Management official, the employee shall be entitled to Union representation. Prior to any discussion, the employee shall be notified of

this right, given an opportunity to contact and discuss the matter with their Union representative, and permitted the right of representation in such discussion.

b. The employee will be apprised of their rights and, where supported by appropriate medical evidence, given the opportunity for suitable temporary accommodations in their work assignments.

c. When the results of the medical examination reveal that the employee:

(1) Cannot satisfactorily perform useful and efficient service in their regularly assigned job, but retains the capacity to do other work at the same grade level within the work location and otherwise meets the minimum qualifications for an available vacant position that the Employer seeks to fill, the Employer will ordinarily offer the employee a reassignment to this position.

(2) If the medical evidence and performance records establish that the employee retains the capacity to perform satisfactorily in a vacant lower grade position, which the Employer seeks to fill, the employee will be informed of their option to request such a demotion.

d. When the Employer determines that the medical evidence reveals:

(1) The employee is totally disabled for service in their current position, and *reasonable accommodation* for another position cannot be made, the Employer will so advise the employee and provide appropriate counseling.

(2) The Employer will counsel the employee concerning disability retirement and explain the procedure for voluntarily applying for disability retirement. In the event that such an employee is unable to file on their own behalf, the Employer may initiate, with notice to the employee, an application for the employee in accordance with applicable laws and regulations.

e. All records pertaining to the employee's examination and any subsequent personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or specifically authorized by the employee.

ARTICLE 32 Training

1. The Employer agrees in principle to cross training of employees to the extent possible.

2. Any employee wishing the opportunity for training will approach his/her supervisor, indicating the need and desire for such training. The supervisor will, in turn, consult Employee Education as to the availability of appropriate training opportunities, if he/she concurs that training is needed.

3. Union Input on Training

a. The Union will be given the opportunity to meet with division managers and Employee Education annually to review, discuss and develop joint recommendations regarding training and career development programs and priorities for covered employees. During the first week of April, the Union will be given a copy of any summary report regarding the use of division training resources and participation by bargaining unit employees for the current fiscal year, if any. During the month of April, subsequent to receipt of such report, the division managers and Employee Education will meet with the Union. Discussions may include, but are not limited to:

(1) Orientation sessions for new employees;

(2) In-service or on-the-job training to improve the employees' capability to perform their current jobs;

(3) Training for career enhancement;

(4) Cross-Training and rotational assignments;

(5) Funding for training;

(6) Upward mobility;

(7) Tuition support; and

(8) Apprenticeship programs where appropriate.

b. The joint recommendations will be presented in a timely manner to the Medical Center Director for consideration. The Union will receive a copy of such recommendations. Subsequent to budget approval, the Union will receive a report regarding the status of their joint recommendations.

4. Training Costs

a. The Employer will pay all authorized expenses, including tuition, travel, and per diem in connection with training required by the Employer to perform the duties of the employee's current position or a position to which an employee has been assigned.

b. Depending upon the availability of funds and training priorities, the Employer will also pay appropriate expenses for work-related training. Approval of such training may also be contingent upon an agreement by the employee to share any costs with the Employer. This would apply to training that would:

(1) Improve an employee's ability to perform their current job or a job the employee has been selected to fill through *merit promotion*.

(2) Increase an employee's knowledge or skills in connection with career growth advancement opportunities.

c. When resources for training are limited, approval for training funds will be based on fair criteria that are equitably applied.

5. Reassignments and New Assignments. When employees are reassigned to new positions or assigned to new duties in connection with their current positions, the Employer will provide training necessary to enable employees to perform all required duties.

6. Scheduling Training.

a. When training required by the Employer is conducted during an employee's regularly scheduled work hours, they will attend on duty time or be granted authorized absence to attend as appropriate.

b. When training is approved under Section 4 b. of this Article, the Employer will make a good faith effort, when appropriate and reasonable, to grant authorized absences from work or make schedule adjustments to accommodate an employees training or educational program.

7. Employees will be notified of approval or disapproval of training requests as soon as possible but in every case prior to the starting date of training. Should an employee's request for training be disapproved for lack of funds, the employee may resubmit a request for training as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities. If not selected for training, the employee will be notified of the reasons.

ARTICLE 33 Health and Safety

1. It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. The Employer and Union shall consult and/or negotiate (as required and permitted by law) on proposed changes or recommendations relative to safety and health polices and/or standards which will have an impact on unit employees.

2. The Union may designate a *Safety and Health Representative* who will serve as the Union's point of contact on safety and health matters.

3. The Union will be given an opportunity to participate in all scheduled workplace inspections which are intended to detect hazards to employee safety and health, whether conducted by Employer Safety and Health personnel, non-Employer employees acting on behalf of the Employer, Occupational Safety and Health Administration (*OSHA*) and Environmental Protection Agency (EPA) personnel, or other regulatory agencies and bodies.

4. The Employer shall comply with *OSHA* Standards issued under Section 6 of the *OSHA Act* and/or where the Secretary of Labor has approved compliance with alternative standards in accordance with 29 *CFR* 1960.

5. Personal Protective Equipment (*PPE*), as required by appropriate *OSHA* standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees required to wear specific *PPE*. *PPE* will be provided to employees and monitored in accordance with VA Station Memorandum 00S-83, Safety Program.

6. Any employee, group of employees, or representatives of employees who believe that an unsafe or unhealthful working condition exists in any workplace, has the right to report such condition to the appropriate supervisor, the Medical Center Director, the appropriate Employer Safety and Health official, and the Union in accordance with VISN Policy Memorandum 10N12-01-11 Employee Reports of Unsafe or Unhealthful Conditions. In the case of an immediate threat to life or danger of serious physical harm, the employee shall immediately report the situation to the supervisor and/or facility Safety and Health personnel.

7. Training

a. The Employer shall provide safety and health training for employees including specialized job safety training appropriate to the work performed by the employee. This training will address the Employer's Occupational Safety and Health Program, with emphasis on the rights and responsibilities of employees.

b. The Employer will advise the Union when specialized safety and health training will be held and is available to Union safety and health representatives.

8. Workplace Violence

a. The Employer will make reasonable efforts to protect employees from abusive and threatening occurrences and will take reasonable precautions to ensure such protections.

b. Whenever an employee is faced with a physically threatening situation, the Employer will provide appropriate assistance. The parties agree that violence should be eliminated from all workplaces. Action will be in accordance with Station Memorandum 006S-164, Workplace Violence Prevention.

9. All phones will be labeled with appropriate emergency numbers.

10. The Employer shall have an emergency management plan addressing emergency preparedness that is available to employees.

11. The Employer agrees to make reasonable efforts to assure that adequate personnel available to administer cardio-pulmonary resuscitation (CPR).

12. The parties agree that having a Wellness Program is important and will be operated in accordance with VA guidance and funding. Employees who feel they are experiencing harmful levels of job related stress may contact the *EAP*. (Also see Article 22, Employee Assistance Program.)

13. The Employer agrees to provide emergency diagnosis and initial treatment of injury or illness that becomes necessary during working hours and that is within the competency of the professional staff and facilities of the health service units. If the injury or illness is work related and the above described services are not available, the employee will be transported to the appropriate medical facility.

14. Only qualified personnel shall perform maintenance or repair on or about moving or operating machines. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation.

15. The Employer agrees to compile and maintain records required by the Occupational Safety and Health Act and VA Safety and Health Programs. The Employer agrees to ensure access by Union representatives to records/logs of facility occupational injuries and illnesses (including copies of accident reports) and to the annual summary of these in accordance with 29 *CFR* 1960, consistent with Freedom of Information Act and Privacy Act requirements.

16. Environmental Differential Pay

a. In accordance with 5 *CFR* Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.

b. If at any time an employee and/or the Union believes that differential pay is warranted under 5 *CFR* Part 532, Subpart E, Appendix A, the matter may be raised at step 2 of the negotiated grievance procedure.

17. The Employer agrees to provide timely testing for employees who reasonably believe they were exposed in the course of their employment to serious infectious disease. There will be no cost to the employees for leave or the exam.

18. The Employer will maintain a current list of all hazardous materials in their respective sections/divisions and will be required to maintain current Material Safety Data Sheets (*MSDS*) for each workplace.

19. The Employer agrees to furnish and maintain in safe working condition all machinery, tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practice and for properly caring for the machinery, tools and equipment furnished by the Employer. If an employee feels they have been exposed to a hazardous environment, they must report it to their immediate supervisor and they may also report it to the Union *Safety and Health Representative*, or in the absence of the *Safety Representative*, the *Work Site Coordinator* who will contact the supervisor or Safety Officer to discuss the concern and

determine jointly if an on-site assessment is needed. A hazard will be addressed and if not resolved within 30 days, an action plan will be put in place. The Employer assures that no degradation or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition. The Employer further agrees that it will abide by all Federal health and safety laws and regulations. It will also take all reasonable precautions recognized and accepted by government agencies on infectious disease control.

20. The Employer agrees to make every effort to provide adequate lighting, ventilation and temperatures in work areas at all times, in accordance with VA standards.

ARTICLE 34 Workers Compensation

1. Employees must report any and all injuries that are work-related to their supervisor as soon as possible. The supervisor will take appropriate action to ensure that:

a. The employee reports to the *EHC* for an initial evaluation and reporting to the injury log.

b. Following the initial assessment in the *EHC*, the employee is provided with information regarding their rights and responsibilities under the Federal Employees Compensation Act (*FECA*), including their right to select a physician of their own choosing or to be treated by *EHC*; that after such identification the employee can only make a change to the treating physician with the approval of *OWCP*; and that a referral from their primary physician to a specialist does not require such approval.

c. The name of the Management *OWCP* specialist is provided to the employee.

2. An employee who has sustained a work-related injury or illness will be required to perform duties only to the extent and limits as prescribed by the treating physician or the *EHC*, as appropriate. No employee will be assigned duties when, in the physician's opinion, this would aggravate the employee's injury or illness. In the event that the employee's supervisor does not have limited duty that meets the physician's stated limitations for the employee, the supervisor will make a good faith effort to locate limited duty work within the facility that the employee can perform. If limited duty is not available, the employee will be placed on *continuation of pay (COP)*, if eligible. If *COP* is not appropriate, the employee will request and be placed on appropriate leave. The Union may suggest limited duty opportunities at the facility, however, any work assignment will be at Management's determination. The Union will have the opportunity to represent any unit employee at any stage of this procedure, with the employee's written designation. Employees who report a lost timework related traumatic injury would be placed on *COP* in accordance with *FECA*. Payment of *COP* does not infer or guarantee approval of a claim by *OWCP*.

3. If light duty is not available:

a. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay.

b. As an alternative to the above, an employee with a job-related traumatic injury/illness may elect to receive 45 days of *COP* if the claim is filed within 30 days of the injury. The entitlement to *COP* is not available to employees who file an occupational disease claim.

c. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account.

d. If the employee's claim for compensation is disallowed by *OWCP*, any of the 45 days of *COP* that were previously granted will be converted to sick leave, annual leave, and/or leave without pay. The employee shall be responsible for advising the Employer as to which form(s) of leave is (are) appropriate and for completing an electronic leave request.

4. The Employer will facilitate the processing of *OWCP* claims and make every reasonable effort to ensure that completed claims forms are submitted to the Department of Labor (*DOL*) in accordance with *DOL* timelines. Phone calls will be made by the Employer's representative to *DOL* to facilitate resolution of delays in processing claims. Upon request, employees will receive confirmation within a reasonable period of time as to the status of their claim, including confirmation that documents have been forwarded to *OWCP* for claims processing. Employees may receive one copy of documents submitted to *OWCP* and which are included in the *OWCP* records maintained by *GLHRMS*.

5. Employees who report a work related injury will be advised of their right to be represented by the Union electronically following entry of the record in ASSISTS.

6. Union requests for *OWCP* related training for *Work Site Leaders* would be in accordance with Article 35, Labor-Management Relations Training. As always, funding is subject to availability.

7. It is understood by all parties that decisions and determinations regarding *OWCP* claims are made by the *DOL*. The Employer has no claims approval authority (except for authorization of *COP*) and only serves as a conduit for submission of completed claims forms to *OWCP* for their action.

8. Any employee(s) witnessing an accident or injury shall report the incident to the supervisor or responsible person in the work area.

9. The parties agree and understand that the provisions of this Article are to be administered and interpreted consistent with applicable OWCP regulations and policy.

ARTICLE 35 Labor-Management Relations Training

1. The Employer agrees to grant *official time* to Union representatives for the purpose of attending Union sponsored and/or other training sessions, provided the training will be of mutual benefit to both parties. At the discretion of the Associate Medical Center Director, Cemetery Director, or Canteen Chief employees may be permitted to attend training sponsored by the Union as cited below:

a. Training must relate to matters within the scope, goals, and purposes of the *Act*.

b. A written request must be submitted by the Union to *GLHRMS* 21 calendar days in advance of the training for review and approval/disapproval by the Associate Medical Center Director, Cemetery Director, or Canteen Chief. The request will set forth the content of the training, its duration, and how it is related to the duties of a *Work Site Leader* or Coordinator.

c. Based on the staffing needs of the Employer, a total of up to 19 employees from the Union can be released two (2) times per year. Not more than the total number of *Work Site Leaders* and Coordinators allowed under Article 13, *Work Site Leaders* and Use of *Official Time* per work group may be absent at any one time. No more than one such session will occur in a pay period.

d. *Official time* for training approved under this Article will not exceed 175 hours per year and will be used at the discretion of the Union. Such training can be applied to VA annual training requirements when Form OP669, Report of Continuing Education, or other approved form, is properly completed by the Union representative and returned to Employee Education in a timely manner. In order to count towards training goals, classes may not be the same as Union sponsored training taken previously. Approved training will be coded in the education monitoring system. Copies of Form OP669, Report of Continuing Education can be obtained from *GLHRMS* or Employee Education.

e. When Union representatives can be released to attend the training, Union representatives will be placed on *official time* for the period of training. The Employer will work with the Union to adjust schedules so that all of the *Work Site Leaders* and Coordinators that can be released may attend these sessions. The Employer will make every effort to accommodate employees participating in the training who are on compressed work schedules.

f. Where appropriate, *Work Site Leaders* and Coordinators shall participate in joint training programs.

ARTICLE 36 - Overtime

1. The Employer agrees to make *overtime* records available for joint review by the Employer and the *Work Site Leader* when there is a complaint or grievance regarding *overtime*.

2. An employee shall be neither compelled nor permitted to work *overtime* without compensation. Employees shall be compensated for any partial hour worked in increments of 15 minutes.

3. Any full-time employee called back to work will be paid for a minimum of two (2) hours *overtime*. Employees called back to work outside their basic workweek are expected to perform work that is necessary to be done at that time, and normally will not be required to perform nonessential and/or nonemergency work.

4. Use of Seniority in Selection of *Overtime* Work. *Overtime* will be offered to employees in rotation on the basis of seniority, so that *overtime* work will be offered as fairly and equitable as possible. However, when *overtime* requires skills not attained by all employees of the unit, and in cases of emergency *overtime*, the supervisor will have the discretion of selecting the appropriate employees for *overtime* work. In the case of *overtime*, if the required number of employees are not available on a voluntary basis, the supervisor has the authority to select those who will be required to work in inverse order of seniority, on a rotational basis, among those employees qualified to do the work. Furthermore, the Employer will make every reasonable effort to accommodate employee's facing the following hardships:

a. When the employee is unable for medical reasons (continuing or prolonged medical conditions which will be certified in writing by a physician); or

b. If the employee has a justifiable emergency or unavoidable personal situation.

5. Employees shall be paid any appropriate premium pay for *overtime* worked in accordance with applicable regulations.

6. It is agreed that non-bargaining unit employees shall not be scheduled on *overtime* to perform the duties of bargaining unit employees for the sole purpose of eliminating the need to schedule bargaining unit employees for *overtime*.

7. Employees required to work through their non-duty meal period shall be paid for such time when the meal period cannot be taken within a reasonable time.

8. The Employer agrees that employees will not have their tour of duty changed to work on holidays to avoid paying *overtime*. Normally the Employer will relieve an employee from an *overtime* assignment if another qualified employee is available for assignment and willing to work.

ARTICLE 37 Uniforms

To promote health and safety, employees whose uniforms (not protective clothing) become soiled with infectious substances, excessively dirty or excessively wet, may be given up to 10 minutes at supervisor direction to change uniforms. Such change will be directed by the supervisor at a time in order to minimize disruption of the workflow. Supervisors should be given adequate notice of such a condition normally no later than one (1) hour prior to the end of the employee's shift. Where employees are required to

work in wet areas, they will be provided with rubber overshoes or a second pair of leather shoes to allow one pair to dry while wearing the other for work. Except as provided above, the Employer will continue to provide *PPE*, uniforms and outdoor clothing as per current practice and policy. Any proposed changes will be negotiated with the Union.

ARTICLE 38 Parking and Transportation

1. The Employer agrees to maintain its current practice of free parking for VA employees unless changed by higher-level authority. The Employer agrees to bargain with the Union to the extent required by law over any change in the current policy, cost, availability and location of parking for bargaining unit employees. The Employer agrees that if they relocate a work area or establish a new work area, the Employer will notify the Union and negotiate the impact of changes in parking.

2. An employee will receive two (2) courtesy warnings prior to receiving a parking citation by VA police except where a vehicle is parking in clearly marked emergency lanes or parking spaces. All citations issued will be reviewed by the Medical Center Director or appropriate Management official who may make a recommendation to the Federal Court. The citation or parking warnings will be purged in accordance with governing laws and regulations.

3. The Employer will try to continue to provide existing free shuttle bus service on a space-available, first-come/first-served basis for employee use. Cancellation or changes in the shuttle bus service used by employees due to budget or other operational concerns are subject to bargaining to the extent required by law.

4. Security. The Employer will provide a safe and secure parking area for its employees including, but not limited, to the following:

a. Lighting - Adequate lighting in all parking areas throughout the facility.

b. Security Service - For employee safety, VA police will provide an escort, when available and if requested, to parking areas under VA jurisdiction, traffic control, and general facility security.

c. Inspections - Inspections of grounds including facility and parking areas are to be regularly scheduled.

d. Pedestrian Crosswalks - Crosswalk areas from parking area to facility will be clearly marked.

e. Signage - Clearly understandable and unobstructed signs (traffic, pedestrian, etc.) consistent with VA standards/guidelines and safety traffic engineering principles are to be provided.

5. The Employer will try to continue to provide transportation to and from the work site to break and lunch rooms as it has in the past. Cancellation or changes in this

transportation service due to budget or other operational concerns are subject to bargaining to the extent required by law.

ARTICLE 39 Staff Lounges, Lunch Rooms and Eating Areas

To the extent operationally feasible, the Employer will maintain its current staff lounges, lunch rooms and eating areas together with the food preservation and preparation equipment currently provided. Elimination or changes in current staff lounges, lunch rooms and eating areas are subject to bargaining to the extent required by law.

ARTICLE 40 Federal Wage Surveys

The Employer and the Union recognize their respective responsibilities in carrying out annual *Federal Wage Survey* activities in the Milwaukee Wage Survey Area. Labor representation on the Local Wage Survey Committee will be based on a designation by the Union of a member and alternate member who will be appointed for the duration of the two-year wage determination cycle. The Union will provide the names of employees recommended as data collectors for each wage survey. Such notification will be in writing and whenever possible will be submitted to the Local Wage Survey Committee Chairman at least 30 days prior to the commencement of training and the survey proper. Primary consideration in the selection of employees to be recommended as data collectors will be their overall ability to perform the duties which will be assigned to them, and the knowledge and ability requirements outlined in 5 *CFR* 532, Prevailing Rate System. These regulations also specify that the Milwaukee area wage survey begin during June of each year, with each two-year survey cycle beginning in odd numbered fiscal years. The Local Wage Survey Committee will determine appropriate tours of duty for bargaining unit employees participating on the wage survey.

ARTICLE 41 Employee Awards and Recognition

1. Recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement in Employer performance. The employee recognition program provides a positive indication of the parties' commitment to providing quality public service. The employee recognition program, as described in this Article, has the following characteristics:

a. Employee recognition is based on achievement and improvement. Achievements are linked to the Employer mission of providing high quality care and service to veterans and the public. The program is intended to motivate employees to strive for excellence. Strong emphasis is placed on recognition of efforts to improve service to veterans and the public.

b. It recognizes the accomplishments of employees both as individuals and as members of groups or teams. Because of the interrelationship of work performed by employees, enhanced Employer performance is sought through teamwork, not through competition among individuals. This program is based on the

concept that individual employees deserve recognition when their personal efforts and accomplishments support the goals of their teams, work units, and the Employer. It is also based on the concept that groups or teams, which improve Employer performance, deserve recognition. It recognizes that the Employer, the Union, and employees have important roles in identifying and recognizing employees deserving of awards and praise. The intent of this program is to promote a positive work environment and to link awards to employee contributions that enhance Employer performance.

2. Except for Performance Awards, there is no limit on the number of awards that employees may receive or the frequency with which they may receive awards unless otherwise stated in this Article. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

3. Awards will be processed in a timely and expeditious manner. The Employer will provide an award recipient with written documentation that clearly articulates the specific reason(s) that the employee received the award. Employees are encouraged to relate this information to specific evaluation criteria when completing applications for *merit promotion*.

4. Types of Awards which employees may be eligible to receive include but are not limited to Performance Awards, Special Contribution Awards, Suggestion Awards, and *Time-off Awards*.

5. The Special Contribution Award is a special act or service award, which recognizes individuals or groups for major accomplishments, or contributions, which have promoted the mission of the organization. Award amounts should be linked to the significance and impact of the accomplishment or contribution. A Special Contribution Award may be made to an individual employee or to a group. A group may consist of individuals from a single organization or multiple components/office/units.

6. The Employer will encourage employees to file suggestions under the Employer's *Suggestion Program*. Suggestions will be considered in a fair and equitable manner. Suggestion Awards will be appropriate for tangible and intangible benefits as defined in the Employer's *Suggestion Program*. In the event no decision is made regarding adoption or non-adoption of a suggestion within ninety (90) days of submission, the employee, upon request, will be given a written or oral status report. Non-adoption of employee suggestions is to be written and contain specific reasons for non-adoption. If the idea set forth in a rejected suggestion is later adopted, the appropriate suggestion coordinator will reopen the case for award consideration if the matter is brought to their attention within two (2) years after the date of rejection notice.

7. *Time-off Awards* may be granted to an individual or group of employees for contributions that benefit VA. These awards may be granted for contributions such as, but not limited to: a significant contribution involving completion of a difficult project or assignment of importance to the mission of the Employer; the completion of a specific

assignment or project in advance of an established deadline and with favorable results; displaying unusual initiative, innovation, or creativity in completing a project or improving the operation of a program or service; displaying unusual courtesy or responsiveness to the public which clearly demonstrates performance beyond the call of duty and which produces positive results for the Employer; and exemplary work by an employee as a canvasser for special campaigns or programs such as the *Combined Federal Campaign* or blood donor program. (An award for such an effort may not exceed one (1) workday per activity.)

8. Employees and Management officials are encouraged to identify and nominate individual and teams of employees who they believe should be recognized for high quality accomplishments or contributions.

9. Nominations of individual and teams of employees should be submitted, in writing, to the appropriate manager. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the employee submitting the nomination. Nominations should not include suggestions for the type of award or the amount of money to be granted. Information provided in the nominations will be considered in determining appropriate recognition.

Article 42 ADP Systems

Recognizing that bargaining unit employees are required to use *ADP systems* to perform job related business, such as inputting leave requests into the Time and Attendance system through VISTA (formerly known as DHCP) or making benefits changes in the appropriate automated system, bargaining unit employees will not be required to use their break periods and lunch periods to perform job related business on appropriate *ADP systems*. Employees will be given access to appropriate *ADP systems* to perform job related duties during their regular working hours. If there is not an appropriate *ADP system* within the immediate work site, the employee will seek approval and release from their supervisor to use such systems located elsewhere such as the library. Such release will not be unreasonably denied.

ARTICLE 43 Duration and Amendments

This Agreement shall be signed by the negotiators for the Union and the Employer; approved by the Medical Center Director, Director of the Cemetery and the President, SEIU Healthcare Wisconsin (HCWI); and forwarded to the Deputy Under Secretary for Health for Operations and Management for approval. This Agreement shall remain in effect for a period of three (3) years from its effective date. If either party desires to terminate this Agreement, written notice must be given to the other party at least sixty (60) days but not more than ninety (90) days in advance of the expiration date. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement, it shall be automatically renewable for periods of one (1) year with a new effective date. The Union will be notified of any other employee organization requests relative to a challenge. The *FMCS* will be given notice of the desire by the Employer

and/or Union to amend, modify, or terminate this Agreement in accordance with the rules of the Service.

APPENDIX A - Definitions

These words and abbreviations are used in the contract. If a word or abbreviation is in *italics* in the contract, you will find it defined below:

ACT: Title VII Civil Service Reform Act (Public Law 95-454).

ADP SYSTEMS: Automated Data Processing Systems, such as computers.

ADR: Alternative Dispute Resolution is a technique for resolving complaints without resorting to formal processing methods, especially EEO complaints of discrimination.

ADVANCED ANNUAL LEAVE: Annual leave that has not been earned but will be by the end of the leave year in which it is granted.

ADVANCED SICK LEAVE: In cases of serious disability, ailments, or for adoption-related purposes, an employee with no time limit in his or her appointment may be advanced sick leave (leave that has not yet been earned) not in excess of 30 days (240 hours). An employee serving under a time limited or term appointment may be granted sick leave up to the total leave that would otherwise be earned during the term of the appointment. There may not be more than 30 days (240 hours) of advanced sick leave on an employee's record at any one time.

ARBITRATION: A quasi-judicial, third party method of settling labor-Management disputes. There are two types of arbitration: grievance arbitration, usually the final step of the negotiated grievance procedure (NGP); and interest arbitration, resolution of an impasse in contract negotiation as approved by the Federal Service Impasse Panel (FSIP).

BEREAVEMENT LEAVE: An employee may use sick leave to make arrangements necessitated by the death of a *family member* or attend the funeral of a *family member*. This includes use of sick leave to make arrangements for and attend a funeral or memorial service; necessary travel, pre-funeral and after-funeral/burial gatherings or ceremonies, memorial services; and reading of the will.

CANTEEN WAGE GRADE: Canteen wage grade employees are employees of the Veterans' Canteen Service who are employed in positions having trade, craft, or laboring experience and knowledge as the paramount requirement, such as Food Service Worker. Canteen wage grade employees are paid based on prevailing rates for similar positions in local wage areas.

CAREER: An employee must serve 3 years of substantially continuous creditable service. After serving this period, they will become a career employee.

CAREER CONDITIONAL: Until serving 3 years of substantially creditable service, an employee is under career conditional status.

CFR: Means Code of Federal Regulations. For example, 5 CFR part 591 means part 591 of title 5 of the Code of Federal Regulations.

CHAPTER 71 OF TITLE 5: The chapter with subchapters that govern Labor and Management Relations, also referred to as 5 USC 71.

COMBINED FEDERAL CAMPAIGN: Program to promote and support philanthropy through a program that is employee focused, cost-efficient, and effective in providing all Federal employees the opportunity to improve the quality of life for all.

CONFIDENTIALITY OF INFORMATION: With respect to the Employee Assistance Program (EAP), discussions with an EAP counselor cannot be disclosed without permission except any instances of suspected child abuse and neglect must be reported to appropriate State or local authorities. Also, when a client may harm himself or herself, commits, or threatens to commit, a crime that would harm someone else or cause substantial property damage, law enforcement personnel must be informed.

CONTRACTING OUT: Contracting with a non-Federal organization to do work formerly completed by Federal employees following an analysis and determination that contracting will be more advantageous to the Government.

COP (Continuation of Pay): Continuation of regular pay to a traumatically injured employee with no charge sick or annual leave for the first 45 calendar days of disability. COP is subject to taxes and all other usual payroll deductions.

DESK AUDIT: A meeting with an employee regarding his/her work assignment and duties performed. A desk audit does not need to be conducted for each classification action and the number and frequency of audits depend on classification needs.

DOL: Office of the Department of Labor that has overall responsibility for administration of FECA.

EAP: Employee Assistance Program, a professional counseling and referral service designed to help employees with their personal, job or family problems. It is free, voluntary and confidential.

EEO SPECIALIST: EEO Specialist coordinates the EEO Program under the general direction of the Medical Center Director, assumes the lead role in the execution, implementation, and evaluation of the EEO Affirmative Employment Program, and is a source of information on EEO Discrimination Complaint procedures.

EEOC: Created by the Civil Service Reform Act of 1978 (P.L. 95-454), EEOC has overall responsibility or leadership and supervision of the Federal sector EEO Program.

EHC: Employee Health Clinic.

EOD: Station entrance on duty date, the date when an employee began working for the Milwaukee VA Medical Center or Wood National Cemetery.

FAMILY FRIENDLY LEAVE: Family Friendly Leave (FFL), permits use of sick leave for care of a family member as a result of physical or mental illness; injury; pregnancy; childbirth or medical, dental or optical examination or treatment; arrangements necessitated by the death of a family member; attending the funeral of a family member; or adoption (appointments with adoption agencies, social workers and attorneys; court proceedings; required travel; or any other activities necessary for the adoption to proceed). Full-time employees may take up to 40 hours of sick leave in a leave year; however, if a balance of 80 hours of sick leave is maintained, an additional 64 hours of sick leave can be used, or up to 104 hours of sick leave in a leave year. Part-time employees may take up to 1 workweek of sick leave, and if they maintain a balance of at least 2 workweeks of sick leave, they may take up to the amount of sick leave they would accrue in a leave year.

FAMILY MEMBER: Under Family Friendly Leave (FFL) (not FMLA) means: spouse and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

FECA: Federal Employees' Compensation Act outlines the statutory regulations for the workers' compensation program, which is identified in 5 USC 8101 et seq. as amended in 1974.

FEDERAL WAGE SURVEY: Wage survey process used for determining local prevailing rates for certain key jobs similar to Federal Wage System jobs. The local prevailing rate determinations are used to develop pay schedules for Federal Wage System employees.

FLRA: The Federal Labor Relations Authority or Authority, established in 1978 by the Civil Service Reform Act (P.L. 95-454), is an independent agency having the responsibility for administering the Federal Labor - Management Statute.

FMCS: Federal Mediation and Conciliation Service, an independent agency created in 1947 to provide mediators to assist the parties (labor and management) in resolving bargaining disputes and other assistance including providing certified panels of qualified arbitrators.

FORMAL DISCUSSION: Discussion between one or more representatives of the Agency and one or more employees in the unit concerning any grievance or any personnel policy or practice or other general condition of employment.

FSIP: Federal Service Impasses Panel: An entity within the FLRA having the authority to resolve impasses arising during negotiations between labor and management.

FURLOUGH: A nondisciplinary action placing an employee in a temporary non-duty and non-pay status because of lack of work or funds or for other nondisciplinary reasons.

GLHRMS: Great Lakes Human Resources Management Service is a consolidate personnel office providing services to all VA medical centers and hospitals in VISN 12.

GRADE AND PAY RETENTION: Grade retention refers to an employee's entitlement under certain specific conditions to have the grade of the position held immediately before placement in a lower graded position treated as his or her grade for a 2-year period from the date of the reduction in grade. Pay retention refers to an employee's entitlement under certain specific conditions to receive for an indefinite period basic pay at a rate equal to the employee's allowable former rate of basic pay, or 150 percent of the maximum rate of basic pay payable for the new grade, whichever is lower.

JOB GRADING APPEAL: Employees who are dissatisfied with the classification or grading of their positions have the right to request a third party review from VA and OPM following a VA decision. An appeal may be filed at any time and may involve the grade, series, title, or pay system coverage for the position, but not the accuracy of the PD.

JOB GRADING STANDARDS: standards and guides established in law and issued by the Office of Personnel Management (OPM) used to establish the title, series and grades of positions. The title, series and grades are not established by comparison with other positions or an employee's qualifications. OPM has final authority over position classification and job grading standards, and is required to keep them current and to ensure, to the extent practicable, that existing positions are covered by current published standards.

LWOP: Leave Without Pay is an approved temporary nonpay status and absence from duty.

MEDIATION: A method that provides an opportunity for a third-party neutral/mediator to assist the parties in reaching their own resolution of a dispute. The parties are completely responsible for designing their own solution. The mediator does not make a binding decision for the parties, but guides them to their own mutually acceptable resolution of the issue.

MERIT PROMOTION: A method of filling vacant positions approved to fill by considering current employees who are eligible for promotion. The selecting supervisor may choose this method to fill a vacant position after all priority referrals have been cleared.

MERIT PROMOTION PLAN: Prescribes policies and regulatory requirements governing the Merit Promotion Program and related actions.

MSDS: Material Safety Data Sheets are maintained by each division and there is one current copy of the specific MSDS for each chemical or hazardous material used in the respective areas in the MSDS Redbook. MSDS includes information such as physical data (melting point, boiling point, flash point etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill/leak procedures.

MSPB: Merit Systems Protection Board, an independent, quasi-judicial Federal administrative agency created by the Civil Service Reform Act of 1978 (P.L. 95-454). The MSPB, through its regional offices, adjudicates adverse action appeals. Members

of a bargaining unit have the right to exercise a choice of procedures by filing a MSPB appeal or a grievance using the Negotiated Grievance Procedure, but not both.

OFFICIAL TIME: All time granted an employee by the agency to perform representational functions when the employee would otherwise be in a duty status, without charge to leave. Official time shall be considered hours of work.

OPF: Official Personnel Folder is maintained by Human Resources and includes documentation related to the employee work history and benefits.

OPM: Office of Personnel Management is the governing body for all Human Resources functions.

ORM: Office of Resolution Management provides timely and high quality EEO complaint processing services while fostering a discrimination-free work environment through the use of prevention methods, early resolution techniques, education and training.

OSHA: Occupational Safety and Health Administration, the department of the US government with the responsibility to ensure safety and healthful work environments.

OVERTIME: Overtime work means each hour of work in excess of 8 hours in a day or 40 hours in an administrative workweek unless an employee is working a compressed work schedule. Overtime work that is regularly scheduled is called Scheduled Overtime. For this purpose, any overtime work scheduled for an employee in advance of the administrative workweek in which it occurs. Overtime work that is not regularly scheduled is called Unscheduled Overtime. For this purpose, any overtime work that is not scheduled for an employee in advance of the administrative workweek in which it occurs.

OWCP: Office of Workers Compensation is the section within DOL that administers the Federal Employees' Compensation Act.

PAY RETENTION: See Grade and Pay Retention.

PPE: Personal Protective Equipment, items issued or available to personnel for the safe accomplishment of assigned duties. Included is equipment, which provides eye, ear, face, head, foot, hand, and body protection. OSHA and VA directives mandate use of PPE.

PROBATIONARY PERIOD: Initial 1 year entry on duty time period when the employee's conduct and performance in the actual duties of the position is closely observed, and the employee may be separated from the service without undue formality if circumstances so warrant.

PROHIBITED PERSONNEL PRACTICE: Action taken by an employee who has authority to take, direct others to take, recommend, or approve any personnel action: (a) That discriminates for or against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital

status, or political affiliation, as prohibited by certain specified laws (see 5 U.S.C. 2302(b)(1). (b) To solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests, or is under consideration for, any personnel action, unless the recommendation or statement is based on the personal knowledge or records of the person furnishing it, and consists of an evaluation of the work performance, ability, aptitude, or general qualifications of the individual, or an evaluation of the character, loyalty, or suitability of such individual. (c) To coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity. (d) To deceive or willfully obstruct any person with respect to such person's right to compete for employment. (e) To influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment. (f) To grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment. (g) To appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in 5 U.S.C. 3110) of the employee if the position is in the agency in which the employee is serving as a public official (as defined in 5 U.S.C. 3110) or over which the employee exercises jurisdiction or control as an official. (h) To take or fail to take a personnel action with respect to any employee or applicant for employment as a reprisal for being a whistleblower. (i) To take or fail to take a personnel action against an employee or applicant for employment as a reprisal for the exercise of any appeal right granted by law, rule, or regulation. (j) To discriminate for or against any employee or applicant for employment on the basis of conduct that does not adversely affect the performance of the employee or applicant or the performance of others. (k) To knowingly take, recommend, or approve any personnel action if the taking of such action would violate a veterans' preference requirement; or knowingly fail to take, recommend, or approve any personnel action if the failure to take such action would violate a veterans' preference requirement. (l) To take or fail to take any other personnel action if the taking of, or failure to take, such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in 5 U.S.C. 2301.

REASONABLE ACCOMMODATION: An adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the essential duties of that position. Reasonable accommodation may include, but shall not be limited to: (1) Making facilities readily accessible to and usable by handicapped persons; and, (2) job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, the provision of readers and interpreters; and, other similar actions such as flexiplace employment.

RIF: Reduction in Force, a planned management action to reduce the level of staff in a function or facility, that can result in changes to positions and employment and is based on consideration of seniority and qualifications.

SAFETY AND HEALTH REPRESENTATIVE: Union member designated to represent the union on the safety committee and participate in safety related functions/concerns.

SCD: Service Computation Date, a date, either actual or constructed, used to determine benefits that are based on how long a person has been in Federal service.

SECTION 7701(c)(1) of Title 5: Agency actions appealable to the Merit Systems Protection Board are sustainable only if the action, in the case of an action based on unacceptable performance, is supported by substantial evidence; or in any other case, is supported by a preponderance of the evidence. The agency's decision may not be sustained if the employee shows harmful error in the application of the agency's procedures in arriving at such decision; shows that the decision was based on any prohibited personnel practice; or shows that the decision was not in accordance with law.

SENIOR WORK SITE COORDINATOR: Highest work site leader at the facility and selected from the work site coordinators.

SUGGESTION PROGRAM: Recognition of an idea submitted in writing, defining a problem or objective, presenting a solution or plan for improvement and explaining how the solution will improve the efficiency, economy or effectiveness of Government operations or otherwise benefit the Government.

TIME-OFF AWARDS: Non-monetary recognition of an employee under VA's Employee Recognition and Awards Program, given as time off with no charge to leave.

TRIAL EMPLOYEE: Employees in excepted service positions will serve a 1-year trial period (similar to the 1 year probationary period required for other appointment types).

UNFAIR LABOR PRACTICE: Unfair Labor Practice, conduct on the part of either union or management that violates provisions of 5 U.S.C. 7116. Failing to bargain in good faith and interference with the administration of a union are examples of a ULP.

UNION REPRESENTATIVE: Staff employee of the union who has been authorized by the union president to act on behalf of the union (see article 13 Section 2).

WHISTLE-BLOWER PROTECTION: Whistleblowing means disclosure of information to proper authorities that is reasonably believed to be evidence of a violation of any law, rule, or regulation; or, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. Employees are responsible for disclosing information of this nature when they have reasonable cause to suspect that a serious irregularity or other criminal violation has occurred. Employees are protected from reprisal if they make a disclosure to the VA OIG or to any other individual or organization (e.g., a congressional committee or the media), provided that the disclosure is not specifically prohibited by law.

WORK SITE COORDINATOR: Member of the union, and is the highest worksite leader within their division.

WORK SITE LEADER: Medical Center employee who is a member of the union and is assigned to a particular division.

5 USC 7120: Standards of conduct for labor organizations.

In witness thereof, the parties hereto have entered into this Agreement this _____ day of _____, 2005.

NEGOTIATORS FOR MANAGEMENT:

GERALD M. HEGEMAN
Deputy Manager, GLHRMS
Chief Negotiator

EILEEN PAGER-WILLIAMS
Supervisory HR Specialist, GLHRMS

KENNETH L. SIEHR
Division Manager, Clinical Support Services

MARLIN D. BRENDSEL
Division Manager, Facilities Management

OLEH KOWALSKYJ
Program Manager, Facilities Management

BY:

QUINCY M. WHITEHEAD
Director, Wood National Cemetery

BY:

GLEN W. GRIPPEN
Medical Center Director

DENNIS M. LEWIS
Acting Deputy Under Secretary for Health for Operations and Management

NEGOTIATORS FOR THE UNION:

CARMEN DICKINSON
Administrative Organizer
Chief Negotiator

MARY KING-HOLT, Chief Work Site Leader
Clinical Support (Dietetics)

DONALD P. LEISHER, Chief Work Site Leader
Facilities Management (Laundry)

HELENA SCOTT, Chief Work Site Leader
Facilities Management (Environmental)

PAUL V. ROSEK, Work Site Leader
Facilities Management (Engineering)

JOAN RAGSDALE, Work Site Leader
VCS, Canteen

BY:

DEBBIE TIMKO, President
SERVICE EMPLOYEES INTERNATIONAL UNION, HEALTHCARE WISCONSIN (HCWI),AFL-CIO

Effective Date of Agreement