

**Ground Rules for the COVID Labor Pool VA Portland Health Care System
(VAPORHCS) , and
American Federation of Government Employees (AFGE), AFL-CIO
National VA Council 53, AFGE Locals 2157 and 2583**

GROUND RULES

The following constitutes an agreement of ground rules between the [parties] of the VA Portland Health Care System (VAPORHCS), and American Federation of Government Employees (AFGE), AFL-CIO National VA Council 53, AFGE Locals 2157 and 2583, concerning the bargaining for Appropriate Arrangements and Procedures for the COVID Labor Pool at VAPORHCS. Hereinafter the parties are referred to as “Management” and the “Union”.

1. This agreement is made to the extent of statute and in accordance with the Master Agreement [2011] between DVA and AFGE. These ground rules will govern the procedures for negotiating a Memorandum of Understanding between the parties for the bargaining Appropriate Arrangements and Procedures for the Labor Pool at VAPORHCS. The parties may amend, only in writing any provisions of these ground rules or any agreed upon language by mutual consent.
2. Any current, Local Supplemental Agreement or MOU will remain in force unless there are specific provisions that conflict with the provisions of the current Master Agreement.
3. The Chief Negotiator for either party has the authority to sign any agreement reached by the parties herein. The final agreement upon the terms and wording concerning the bargaining for the Appropriate Arrangements and Procedures for the COVID Labor Pool at VAPORHCS Memorandum of Understanding (MOU) will be binding upon the parties unless and until either party gives notice to the other of its desire to amend or modify that policy. Proposed changes to the final agreement (MOU) may be initiated by either of the parties at any time, with no less than a thirty (30) calendar day written notice.
4. If the Parties are unable to reach agreement after the fourth (4th) bargaining session, a joint request for the service of a mediator from the Mediation and Conciliation Service will be made. If impasse is reached, either party may file with the Federal Services Impasse Panel (FSIP), after giving notice to the other party. If mediation does not resolve the impasse, the parties agree to proceed to binding arbitration using FSIP.
5. VAPORHCS Management will provide secure, neutral, mutually accessible, adequate space for negotiation meeting space and caucus rooms, which are adequately lighted, heated/air conditioned and spacious with telephone access, electrical outlets for computers, and readily available restroom facilities. Also providing adequate administrative support to both teams, and reference materials that are routinely available at the VAPORHCS.
6. The Union and Management shall be entitled to an equal number of bargaining members. Each party may have up to four (4) negotiators, which by mutual agreement may be increased based upon the complexity and/or numbers of issues to be negotiated, which include third party procedures. Each party will identify their Chief Negotiator, who will be empowered with requisite authority to negotiate on behalf of their respective party, approve decisions and be responsible for the leadership of their respective party.

7. For clarification of issues, the parties agree that the participation of any Subject Matter Experts (SME) shall be for the purpose of providing resource information mutually beneficial to the parties and would be the responsibility of the requesting party. Nothing precludes either party from requesting a recorder on 100% official time.
8. The parties will use a combination of bargaining techniques. As each proposal is taken up, the parties offering a proposal will explain it, and will at a minimum provide the meaning and objectives of the proposed language. There will be ample opportunity for questions and answers, additional information, and other discussion. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions. The parties will follow this procedure in a good faith effort to reach agreement.
9. The first bargaining session will be conducted at a time and date mutually agreed to by the parties, but no later than thirty (30) calendar days after the effective date of the Ground Rules. Negotiations will not be tape recorded (either audio or video). Notes are the responsibility of each party. No official minutes will be taken. If exceptions are discussed and documented outside these ground rules or resulting MOU, the Chief Negotiators' signatures must be included to be considered valid. No official minutes will be taken. Each negotiating workday will have mutually agreed upon time for meals with appropriate breaks. Through mutual agreement, the Chief Negotiators may make changes to the session schedule.
10. All proposals/counter proposals will be in hardcopy and addressed to the Chief Negotiators, who will initial each proposal on which agreement is reached to signify that negotiation concerning that issue is completed. Both parties will be allowed full opportunity to present necessary and relevant information to support their positions.
11. The Chief Negotiators will be responsible for and may, by mutual agreement, permit observers to attend local bargaining. These observers will not participate in discussions and will otherwise abide by all the ground rules agreed upon to by the parties. Each Chief Negotiator may approve attendance of alternates at the negotiation sessions for their respective team. The alternate will have the full rights, responsibilities and authority of the team member for whom they are substituting.
12. Statutory official time, in accordance with statute [5 USC §7131 (a)], will be authorized for the parties during travel, ground rules and actual negotiations. No party may delay negotiations without mutual consent. Changes to the agreed upon times/days will be by mutual consent of the Chief Negotiators and only for specific reasons. Management agrees to approve official time for the union negotiators for the duration of preparations, bargaining-related activities between sessions, and negotiations to include any and all third-party sessions.

Donald Fowler
NVAC 11th District Representative
Chief Negotiator, Labor

Clare O'Geary, DNP, RN, NEA-BC, FACHE
Deputy Director of Patient Care Services
Chief Negotiator, Management

Date: _____

Date: _____

Denise L. Lieb
President AFGE Local 2583

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Marcia Blaine
President AFGE Local 2157

Marcia Blaine

Date: 3/3/2022

