



Supplemental Agreement
Between
Bay Pines VA Healthcare System
and
American Federation of
Government Employees, Local 548



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Preamble

Section 1:

This Local Supplemental Agreement is made between the Bay Pines VA Healthcare System and all the employees in the bargaining unit, hereinafter defined as exclusively represented by the American Federation of Government Employees (AFGE), AFL-CIO Local 548.

Section 2:

The Bay Pines VA Healthcare System and AFGE Local 548 agree that a constructive and cooperative labor management relationship is essential to provide world class service to Veterans. Therefore, the parties agree to work in partnership to achieve that goal under the authority granted in the Federal Service Labor-Management Relations Statute, Chapter 5, United States Code, Chapter 71.

Section 3:

- A. It is the intent and purpose of the parties hereto to recognize the fact that the public interest requires high standards of employee performance, efficiency, and modern work practices. The parties will work to promote and improve the efficient administration of the Federal Service and the well-being of employees; to establish a basic understanding of personnel policies, practices and procedures, and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest.
- B. The Union and Management agree to engage each other in a cooperative and mutually respectful manner to ensure that we maintain a quality work environment for all employees as we accomplish our mission of serving our nation's Veterans.

Article 1: Recognition and Coverage

Section 1: Exclusive Representative

- A. American Federation of Government Employees (AFGE) Local 548 is recognized as the sole and exclusive representative of previously and subsequently certified nonprofessional and professional employees of the Bay Pines VA Healthcare System in the unit certified by the Federal Labor Relations Authority (FLRA).
- B. The unit for which the Union is recognized as the exclusive representative includes permanent full time, part time, temporary, and probationary employees of the Bay Pines VA Healthcare System. This is understood to exclude management officials, supervisory personnel, confidential employees pursuant to 5 USC 7103(a) (13), and personnel employees who work in other than a purely clerical capacity.
- C. This Agreement shall apply to all the employees included in the bargaining unit; this is understood to include certified Community Based Outpatient Clinics (CBOCs), Veterans Canteen Service, Procurement Service (Contracting) and Office of Information and Technology. When other groups of employees are certified by the FLRA as included in the bargaining unit, they will be automatically covered under this agreement.

Section 2: Unit Clarification

- A. The Union will be predecisionally involved in bargaining unit determinations for position changes and establishment of new positions. The Union and Human Resources Management Service will attempt to mutually decide such clarification of unit (CU) issues. The parties will document mutual agreements in a Memorandum of Understanding (MOU).

- B. If the parties are unable to come to agreement about a CU issue, the parties may attempt to resolve the disagreement through the Alternative Dispute Resolution (ADR) process. If no agreement is reached the parties may file a CU petition through the FLRA.

Section 3: Certification

The parties will meet annually to discuss and review that accuracy of the certification and may jointly request that the FLRA update the certification as necessary.

Article 2: Governing Laws and Regulations Applicable to this Agreement

Where any Department and/or Facility regulations, policies, and/or procedures conflict with the Master Agreement and/or the Local Supplemental Agreement, the agreement(s) shall govern.

Article 3: Labor-Management Forum

Section 1: Purpose

Management and the Union are committed to working together at all levels to improve service to Veterans, ensure a quality work environment for employees, and effect a more efficient administration of VA programs.

Section 2: Principles of Labor-Management Forum (LMF)

- A. The Labor-Management Forum and subcommittees created pursuant to Executive Order 13522 will work collaboratively on crafting solutions to workplace challenges and problems. All LMF decisions will be made by consensus.
- B. Any Subject Matter Expert (SME) will be approved by each co-chair of the LMF and will be on duty time.

- C. Union representatives who serve in a representation capacity on labor management committees or forums designed to meet the principles of Article 3, Section 4, of the Master Agreement will be on official time not counted against allocated official time as described in the Master Agreement, Article 48, Section 10.

Article 4: Joint Labor-Management Relations Training

Section 1: Purpose

With effective Labor-Management Relations (LMR) training, misunderstandings can be eliminated, allowing the parties to devote more resources to the primary goal of the facility, which is providing world class service to Veterans and their families.

Section 2: Joint Labor-Management Relations Training Committee

- A. Management and the Union will jointly establish a Labor-Management Relations Training Committee. This committee will be a sub-committee of the Labor Management Forum (LMF), pursuant to Executive Order 13522.
- B. There will be three (3) members from Labor and three (3) members from Management on the Labor-Management Relations Training Committee. Labor and Management will designate co-chairs. The committee shall meet at least quarterly and on additional occasions as agreed on by the co-chairs.
- C. This committee's responsibilities will include, but are not limited to:
 - 1. Developing a Joint Labor-Management Relations Training program for the facility;
 - 2. Presenting training recommendations to the LMF;
 - 3. Determining content, method(s), and target audience(s) for training;
 - 4. Reviewing and approving all documents and materials to be used for training; and
 - 5. Securing third party instructors.

- D. Management and Union will provide joint Local Supplemental Agreement training to supervisors, managers and executives at all levels; human resources personnel, local union officials, stewards, representatives, and employees when appropriate. The cost of the training will be paid by Management.
- E. Time spent by Union officials in a representational role on this committee will be considered official time which will not be counted against any allocated official time as related to the Master Agreement Article 48, Section 6A(1) or this agreement.
- F. Attendees at Joint Labor-Management Relations Training will be on duty time.

Article 5: Union Sponsored or Requested Training

Section 1: Purpose

The following provisions will be adhered to by the Union and Management when the Union requests to attend training.

Section 2: Process

- A. The Union will submit a written training request to include travel time, an agenda, a list of attendees, and specific course descriptions at least forty-five (45) calendar days in advance, when possible, to the Human Resources Officer.
- B. If annual leave or leave without pay is anticipated in conjunction with the request for official time that information will be included in the training request.
- C. Based on the information provided, Human Resources will recommend approval or disapproval of the Union's complete request and a determination will be made about the amount of official time and/or leave that will be granted. Management will provide a written notice of such decisions within eighteen (18) calendar days after the receipt of the request. If Management denies the request based on a claim that the training concerns internal union business or for other reasons, it will provide the union with the reason(s) in writing.

- D. An appropriate amount of official time will be granted for travel time to and from the location of the training site if the training is at a location outside of the commuting area. The commuting area is defined as fifty (50) miles or less from the duty station in accordance with GSA travel regulations.
- E. Union training, other than joint training, including travel time, will be on official time subject to existing allocations as described in Article 48 Section 10 of the Master Agreement, except as otherwise specified in the Master Agreement.

Article 6: Alternative Dispute Resolution

Section 1: Purpose

The purpose of Alternative Dispute Resolution (ADR) is to resolve workplace conflicts quickly, informally, and voluntarily. This article establishes guidelines and responsibilities for the use and promotion of ADR. ADR methods may include, but are not limited to mediation, facilitation, and interest-based problem solving.

Section 2: Guidelines

- A. The decision to use ADR calls for an informed judgment between employees, labor and management. The need to proceed quickly and the need for neutral involvement are some factors to be weighed in deciding whether ADR is appropriate for a particular conflict. A management or Union official may recommend the use of ADR to employee(s) for workplace conflicts that cannot be effectively resolved at the work unit level.
- B. Each conflict has a unique set of circumstances; therefore, ADR resolutions are not precedent setting.

Section 3: Facilitation and Mediation

- A. Facilitation and mediation are techniques of ADR supported for use by Management and the Union. Facilitation and mediation are voluntary processes where a mediator/facilitator

(neutral third party) acts to encourage and facilitate the resolution of conflict between two or more participants. These are confidential, private, non-adjudicative, and non-adversarial processes that help the participants reach a mutually acceptable and voluntary agreement.

- B. The role of the facilitator/mediator includes but is not limited to the following: assisting all participants in identifying issues; fostering joint problem-solving techniques; and exploring opportunities for agreement. The facilitator/mediator will not provide counseling, therapy, or legal advice to any participant during the process.
- C. Any participant may consult their respective representative at any time during the facilitation/mediation. If any participant does not understand how an agreement may adversely affect legal rights or obligations, then the participants may consult their respective representative.
- D. In facilitation/mediation, the decision-making authority rests with the participants. The facilitator/mediator is not authorized to make decisions or force a decision on any party in the conflict(s).
- E. Facilitation/mediation will generally be face-to-face. When a face-to-face meeting is not practicable, other methods may be considered by mutual agreement.

Section 4: Responsibilities

- A. Management and Union will promote and educate employees about the appropriate use of ADR.
- B. Management will ensure that ADR is available and will encourage its use by employees. Management will provide access to information about and instructions on the use of the ADR process.
- C. When an employee has elected ADR, the Union has the right to participate in all stages of the ADR process.
- D. The Union will work collaboratively with the ADR coordinator in identifying mediators and shared neutrals at the facility,

including making recommendations of bargaining unit employees to be considered for training in ADR and mediation.

Section 5: ADR Coordinator

- A. The ADR coordinator will provide an ADR tracking spreadsheet annually to the Union.
- B. ADR processes will be evaluated on an ongoing basis. The Union may address any problem(s) they identify regarding the functioning of the ADR process with the ADR coordinator. Ongoing problems may be appropriate topics of discussion at the Labor-Management Forum (LMF), pursuant to E.O. 13522. Specific actions to address ongoing concerns may include the formation of a time-limited process improvement team.

Article 7: Quality Programs

Section 1: Purpose

The Parties agree that at this facility the Quality Council will be known as the Systems Redesign Committee. This group will charter, oversee and receive recommendations from Quality Improvement Teams throughout the Health Care System. The Systems Redesign Committee will recommend to the appropriate senior management official or governing body those quality improvement changes that can be implemented at the facility level and/or refer those that are beyond the scope of the Committee. The Parties agree that all members appointed to the Systems Redesign Committee must have Quality Improvement/Systems Redesign training.

Section 2: General

- A. Whenever Management initially charters a Quality Improvement Team, Management agrees to provide the Union with at least a fourteen (14) calendar days' written notice prior to the first meeting of the QIT. The Systems Redesign

Committee will develop a mechanism for notification of the Union.

- B. Management and the Union will adhere to the Master Agreement, Article 7.
- C. No bargaining unit employees will be required or assigned to participate in Quality Improvement Teams (QITs). Participation in the process is entirely voluntary.
- D. An employee who participates and attends a QIT meeting outside of their scheduled tour of duty may be paid overtime, unless the employee requests and is approved for compensatory time. If overtime or compensatory time is not approved, a tour of duty change may be made, by mutual agreement, to accommodate attendance at the meetings. Proper notification will be given to the Union through Human Resources at least fourteen (14) calendar days prior to the change.

Section 3: Quality Improvement Teams (QIT)

- A. For the purpose of this article Quality Improvement Teams (QITs) are teams chartered, sponsored or overseen by the Systems Redesign Committee. It is agreed that a successful quality program requires QIT members who are trained in QI/Systems Redesign; in possession of expertise and skills needed by the team; and are closely associated with the particular process(es) under consideration.
- B. Bargaining unit members or Union representatives assigned as QIT members will be on duty time.
- C. The Union has a right to be present at all QIT meetings. Union representatives who attend QIT meetings will be on official time, not counted against any allocated time. Official time to attend such meetings will not exceed five (5) hours per week/facility.
- D. The Union will be provided the same advance notice of QIT meetings that team members receive.

Article 8: Child Care

The Labor Management Forum (LMF), pursuant to E.O. 13522, will jointly develop a survey to assess the need for an on-site Child Care Center, every three (3) years or sooner, upon mutual agreement. The initial survey will be conducted within one-hundred and twenty (120) days of the effective date of this agreement.

If the survey shows that there is a significant demand, the LMF will establish a workgroup to identify appropriate space, and make recommendations back to the LMF. The workgroup's recommendations will be determined by consensus.

If management decides to establish a Center, the parties will comply with Article 8 of the Master Agreement and all applicable laws/regulations.

Article 9: Classification

Section 1: Purpose

This article sets out rights and responsibilities in the area of position classification and appeals for Title 5 employees.

Section 2: Position Descriptions

- A. The Union will be provided with current position descriptions (PD) within fourteen (14) calendar days, upon request.
- B. Employees will be provided an accurate copy of their current PD at the time of assignment to a position, upon request, and/or when a PD is changed.

Section 3: Classification Appeals

- A. Management will maintain a current list of VISN 8 Consolidated Classification Unit (CCU) representatives with contact numbers on the Human Resources Management Service (HRMS) SharePoint. A copy of the list will be

provided to an employee, upon request. Management will provide instructions to employees who request assistance on how to access and to utilize the SharePoint.

- B. An employee who is dissatisfied with the classification of their position will first discuss the problem with their supervisor. If the supervisor is unable to resolve the issue to the employee's satisfaction, the supervisor and/or employee may contact the CCU for an explanation of the classification process and/or basis for the classification/job grading.
- C. The employee may request an informal meeting with the CCU. If the employee is still dissatisfied with the CCU explanation, the CCU will provide the employee and Union with copies of procedures for filing formal classification appeals through the CCU or OPM channels, upon request.
- D. Employees and/or the Union will submit their formal classification/job grading appeals to HRMS. HRMS will forward the appeal to the CCU no later than fifteen (15) calendar days from receipt and will provide the Local with two (2) copies of the employee's appeal request.

Article 10: Competence

- A. Competencies must not exceed the scope of licensure, registration, or certification, whichever is applicable.
- B. Management has the affirmative responsibility to train bargaining unit employees on all new equipment, machinery, technology changes, clinical forms, and procedures needed to perform the duties of their job. Training opportunities may not be limited to the administrative work week schedule. For employees who are subject to production and timeliness standards, the training time will be excluded from the production or timeliness standard.
- C. The Union will be provided a list from the Facility positions expected to cross cover areas on a regular basis. The Training and Career Development Committee established under the provisions of Article 37 will be the method by which

the Union will provide input into the training of employees who are expected to cross cover areas.

- D. Prior to the assignment of an out-of-the-ordinary duty, employees shall be encouraged to state if they feel that this is an area they need to review. Employees may request remedial training without reprisal.
- E. Management will notify the Union in writing seven (7) working days prior to making a change in an employee's competencies.

Article 11: Contracting Out

Section 1: Site Visits

Management will notify the Union thirty (30) days in advance, whenever possible, when a site visit is going to be conducted for potential bidders seeking contracts for work performed by bargaining unit employees. The Union President may appoint a representative to attend site visits.

Section 2: Union Notification

When Management determines that unit work will be contracted out, Management will notify the Union as soon as possible to provide an opportunity to request to negotiate as appropriate.

Article 12: Details and Temporary Promotions

Section 1: Purpose

This article provides the guidelines for labor and management cooperation in the area of details and temporary promotions. Details are intended only for meeting temporary needs of the facility when necessary services cannot be obtained by other practicable means. Management retains the right to assign work and determine the qualifications required for a detail

in accordance with applicable laws and regulations. Management recognizes the Union's right to negotiate procedures for details and temporary promotions.

Section 2: Definitions

- A. Detail: A detail is the temporary assignment of an employee to a different position for a specified period of time with the employee returning to his or her regular duties at the end of the detail.
- B. Temporary Promotion: A temporary assignment of an employee to perform higher graded duties that meet the requirements outlined in Article 12, Section 2 A of the Master Agreement. Temporary promotions of Title 5 employees in excess of sixty (60) calendar days will be handled using the merit promotion procedures. Title 38 or Hybrid Title 38 employees shall be referred, at the effective date of the detail, to a Professional Standards Board (PSB) for expedited promotion consideration. The PSB will be held within thirty (30) calendar days of the effective date of the detail and the approving official will issue the decision as soon as possible.
- C. Seniority: Seniority shall be defined as the employee's Bay Pines VA Healthcare System Entry on Duty (EOD) date.

Section 3: Details

- A. When a detail is known far enough in advance and it affects conditions of employment, the Union will be notified as soon as practicable, in writing, but no later than ten (10) calendar days prior to the detail. Such notice shall contain at a minimum the name of all affected employee(s); their occupational title; the team/section in which the employee normally works; a description of the detail; the expected length of the detail; and the grade of the position to which the employee will be detailed. When details are made in emergent situations and the advance notice is not practicable, the supervisor will send written email notification to the Union President or designee and Human Resource Management Service (HRMS). Notification will occur within a reasonable amount of time but no more than three (3) working days. Supervisors should consult with HRMS when a detail

greater than a week is being considered to assure compliance with Article 12 of the Master Agreement.

- B. When Management intends to affect a detail for less than ten (10) consecutive workdays, Management may select any qualified employee within the facility and assign such work. Management retains the right to determine the qualifications required for the detail. Such details will be assigned on a fair and equitable basis.
- C. Details of employees for medical reasons will generally not exceed ninety (90) calendar days. Extensions will be considered on a case-by-case basis with appropriate medical documentation.
- D. Management will make every effort to avoid placing a Union representative on a detail that would prevent that individual from performing representational functions. If a Union representative is detailed Management will adhere to all provisions of Section 3A of this Article.
- E. When an employee requests to be detailed Management agrees to adhere to all provisions of Article 12, Section 1D(2) of the Master Agreement. If the request is denied Management will provide the employee the reason(s) why he/she was not selected, upon request.

Article 13: Reassignments, Shift Changes and Relocations

Section 1: General

- A. The Parties agree to follow the Master Agreement and any applicable laws and regulations.
- B. Management retains the right to assign work.
- C. Seniority shall be defined as the employee's Bay Pines VA Healthcare System Entry on Duty (EOD) date.

Section 2: Shift Changes and Relocations

- A. The Service Chief (or equivalent) or designee will decide which vacant positions will be made available for voluntary shift change or relocation. These opportunities will be communicated to employees through email and/or posted internally on bulletin boards within the work area. A copy of the notification will be forwarded to Human Resources Management Service (HRMS).
- B. If more than one qualified employee requests a voluntary shift change or relocation for the same vacancy, seniority will be considered and the request will be granted if the employee has the requisite skills and abilities provided such shift change or relocation would be consistent with effective and efficient staffing. Management reserves the right to make the assignment based on other good faith considerations in assuring effective management of the work force.
- C. Employees seeking a shift change or relocation to a specific vacant position within their service must submit a brief written or email narrative request to their immediate supervisor with a copy to their Service Chief (or equivalent) or designee. The narrative should indicate as specifically as possible the desired shift, location, and evidence that the employee meets the basic qualifications for the specific vacant position along with any other information requested by Management.
- D. Management should provide acknowledgement of the employee's request for a shift change or relocation. Management shall notify interested employees when a selection is made. Any employee not selected may request and be provided the reason for non-selection.

Section 3: Voluntary Reassignments

- A. The Service Chief (or equivalent) or designee in consultation with HRMS will decide what vacant positions will be made available for voluntary reassignment from outside of their service. Employees who wish to be considered for reassignment outside of their service must meet the conditions outlined in Article 13, Section 4B of the Master Agreement. Employees seeking a reassignment must submit a brief written request to HRMS (attention: Client Services). The narrative should indicate as specifically as possible the

desired position(s) and evidence that the employee meets the basic qualifications for the position(s). HRMS will maintain a list of employees seeking reassignment outside of their service.

- B. Within the service the Service Chief (or equivalent) or designee will decide what vacant positions will be made available for voluntary reassignment in consultation with Human Resources. These positions will be communicated to employees through email and/or posted internally on bulletin boards within the service.
- C. If an employee is requesting a voluntary reassignment to a specific vacant position within their service the employee will submit a written request to the Service Chief (or equivalent) or designee. The request should indicate as specifically as possible the desired assignment and evidence that the employee meets the basic qualifications. If more than one qualified employee requests voluntary reassignment for the same position, seniority will be the selection criterion.
- D. The Service Chief (or equivalent) or designee in consultation with HRMS will determine if an employee is qualified for the requested reassignment, and will make a decision on the request. All requests will be evaluated within fourteen (14) calendar days of receipt when possible. When the selection is made HRMS shall inform the employee of the decision in writing. If the request for reassignment is approved, the employee will normally begin the reassignment within two (2) pay periods after written notification.

Section 4: Administrative/Involuntary Reassignments

- A. The Union normally will be provided at least thirty (30) calendar days advance notice of all administrative/involuntary reassignments. In the event of an emergent situation the Union will be afforded as much notice as possible. Management will provide an explanation for any notice less than thirty (30) calendar days. The Union retains the right to bargain on the procedures and appropriate arrangements when Management administratively/involuntarily reassigns an employee.

- B. This article does not address administrative/involuntary reassignments related to discipline, investigations, performance, Workers Compensation, RIF, reasonable accommodation or Title 38 professional conduct and/or competence.

Article 14: Discipline

Section 1: General

- A. The Parties recognize Management's reserved right to discipline employees.
- B. All disciplinary actions will be taken for just and sufficient cause.
- C. Upon the completion of the fact-finding and based on the circumstances and complexity of each case a proposed letter of discipline should be issued in a timely manner.

Section 2: Alternative Discipline

- A. The Parties agree that alternative discipline can be an effective means of correcting and improving an employee's conduct.
- B. Alternative discipline is any form of action taken to correct behavior other than traditional disciplinary actions. Examples of alternative discipline include last chance agreements, training requirements, abeyance letters, and/or other creative approaches. A decision to use alternative discipline is not precedent setting.

Section 3: Investigations

- A. During any investigation including a fact-finding that could lead to disciplinary action, the employee who is the subject has a right to Union representation and will be apprised of this right prior to the meeting, or when asked to provide a statement. Other employees who may be questioned about an incident have a right to Union representation if they reasonably believe they may be subject to disciplinary action or if the management official is contemplating discipline.

- B. Employees do not have a right to have a specific representative present during a fact-finding or formal investigation; however, if the request for a specific representative does not delay the investigation, the employee should be allowed to use the Union representative of their choice.

Section 4: Disciplinary and Adverse Action Letters (Proposed and Decision)

- A. When a proposed disciplinary or adverse action is issued to an employee, the employee may have a Union representative present. Issuance of a proposed disciplinary or adverse action shall not be delayed in order for the employee to obtain a specific Union representative.
- B. When a decision letter for a disciplinary or adverse action is issued to an employee, the employee has a right to have a Union representative present. The meeting may be delayed for a reasonable period until the Union has an opportunity to provide a representative.
- C. The employee will be given two (2) copies of the notice; one copy may be provided to the Union by the employee. Management will inform the Union when it takes disciplinary action against a bargaining unit employee by providing a report of all final decisions of disciplinary actions quarterly. The report will contain the employee's service, job title, sustained charges and the date issued. By mutual agreement, Management will provide copies of final decision letters to the Union instead of the report.

Section 5: Processing Disciplinary and Adverse Actions

- A. An employee against whom a disciplinary or adverse action is proposed shall be given a copy of their complete evidence file at the time the proposal is issued.
- B. An employee may request up to eight (8) hours of time to review the evidence and to prepare his/her response. If Management is unable to approve a request for a specific time, they will coordinate alternative times with the employee.

Section 6: Removal of Disciplinary Actions

An employee may request removal of an admonishment or reprimand after six (6) months if they believe the purpose of the discipline has been served. If the manager elects not to remove the action, they should discuss their decision with the employee verbally or in writing.

Article 15: Employee Assistance

Section 1: Purpose

- A. The Parties agree that the purpose of the Employee Assistance Program (EAP) is the appropriate prevention, treatment and rehabilitation for employees with alcohol, drug abuse or other biopsychosocial problems that are adversely affecting the employee's job performance and/or conduct. Biopsychosocial problems may include but are not limited to physical, emotional, financial, marital, family, legal or vocational issues.
- B. The Parties agree to encourage the utilization of EAP. Information about the program will be readily available to all employees. Employees and supervisors will be informed about the program in New Employee Orientation (NEO) and annually by postings on official bulletin boards, postmaster messages and other appropriate means as they become available.

Section 2: Record of Participation

- A. Management will ensure that the confidentiality of medical records of employees concerning treatment for problems related to alcohol, drugs, emotional concerns, or other personal issues will be preserved in accordance with current public laws and Office of Personnel Management (OPM) regulations.
- B. After an employee is no longer participating in the program, records will be maintained confidentially and preserved in accordance with applicable laws and regulations.

Section 3: Participation

Participation in the EAP program is voluntary.

Section 4: Confidentiality

Without an employee's specific written consent, a supervisor may not obtain information about the substance of the employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as the basis for disciplinary action, adverse action or major adverse action.

Section 5: Absences Associated with EAP

- A. A supervisor or manager shall grant up to one (1) hour (or more as necessitated by travel time or unusual circumstances) of excused absence for each counseling session, up to a maximum of eight (8) total hours, during the assessment/referral phase of rehabilitation.
- B. Management shall grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for employees under the EAP as it would grant for employees with any other health problems.

Article 16: Awards and Recognition

Section 1: Purpose

Recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement throughout the Healthcare System. The intent of this program is to link awards to employee's contributions that enhance the Healthcare System's performance.

Section 2: Incentive Awards Committee

- A. Management shall provide access to specific guidance on the criteria, nomination and approval process for employee

awards and recognition. The HRMS SharePoint will provide a link to the VAHCS Memorandum related to incentive awards, along with a link to VA Form 4659, Incentive Awards Recommendation and Approval.

- B. Bargaining unit employees appointed by the Union to the awards committee will be on official time.

Section 3: Processing Awards

Awards should normally be processed within the first full pay period following final approval by the appropriate official.

Section 4: Annual Award Summary

At the end of each fiscal year, upon request, Management will provide a list to the Union of employee monetary awards. The list will identify the number of awards and the total amount awarded by service. These awards include special contribution and performance awards. Information related to non-monetary awards is available through the Incentive Awards Committee.

Article 17: Employee Rights

Section 1: Purpose

In an atmosphere of mutual respect, all employees shall be treated fairly, equitably and without discrimination. Employees will be afforded proper regard for and protection of their privacy and constitutional rights. Management will strive to establish working conditions that are conducive to enhancing and improving employee morale and efficiency.

Section 2: Rights to Union Representation

Management agrees to annually inform all employees of the right to Union representation under 5 USC 7114(a)(2)(B) by email and posting on official bulletin boards. During an employee's initial orientation, each employee will be provided with a copy of Weingarten rights, the Master Agreement and Local Supplemental Agreement.

Section 3: Group Meetings

- A. Management agrees that group meetings serve as a useful means of communication. Employees may request group meetings to discuss their concerns about workplace issues. Supervisors will consider such requests and if it is determined that a formal group discussion is necessary, employees will be informed in writing.
- B. The Union shall have the right to attend and participate in formal group discussions as described in Article 49, Section 3 of the Master Agreement. Management will provide the Union as much advance notice as possible. If mutually agreed, the Union may have more than one representative present.

Section 4: Counseling

- A. 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. When it is determined that counseling is necessary the counseling will be conducted privately.
- B. Although an employee generally does not have a right to a Union representative during a counseling session for performance or conduct, it can often be mutually beneficial. An employee may request and a supervisor may allow a Union representative to be present if it would not delay the meeting between the supervisor and the employee.
- C. If during counseling new information emerges that the employee or manager reasonably believes may lead to disciplinary action, the manager must advise the employee of their right to Union representation. At the employee's request the meeting may be rescheduled to allow the employee time to obtain Union representation.
- D. If there is more than one management official involved in the counseling session the employee has a right to Union representation.

- E. When an employee has a right to Union representation Management will advise the employee of that right when the meeting is being scheduled.

Article 18: Telework

Section 1: General

- A. The Parties recognize the mutual benefits of a flexible workplace program. The primary intent of the telework program is to support the mission of the Healthcare System in an alternative work setting.
- B. The performance standards for teleworking employees must be the same as performance standards for non-teleworking employees with the same position.
- C. If significant changes occur such as an employee's Alternate Duty Station (ADS) address/location change, change in supervisor or a change in the Official Duty Station (ODS), then a new Telework Program Agreement (TPA) must be completed. The employee will not be required to reapply for telework.
- D. Management agrees to allow the employee to resume his or her original work schedule, where practicable, at the ODS if the telework arrangement is canceled.

Section 2: Participation

- A. Management determines which positions are appropriate for telework. An employee whose position is identified as suitable for telework may apply for participation in the telework program. The employee will complete VA Form 0740, Telework Proposal, (or successor) and submit it to the immediate supervisor. The supervisor will make a preliminary determination as to the employee's eligibility and suitability for telework. That determination will be communicated to the employee via the completed VA Form 0740, normally within fourteen (14) calendar days of the submission.

- B. When intermittent project(s) are assigned teleworkers may submit an email request to their supervisor to complete the assigned project(s).
- C. Seniority will be the basis for resolving conflicting employee requests for specific telework schedules.

Section 3: Equipment

- A. If the telework employee does not have a phone line and/or personal computer, Management will provide such equipment.
- B. If downsizing or any other event creates excess equipment, such equipment may be made available to facilitate telework, subject to the limitations identified in Article 20, Section 4A of the Master Agreement.
- C. The employee agrees to protect any government-owned equipment and to use it only for official purposes. Management agrees to maintain any government-owned equipment issued to the telework employee. The employee agrees to install, service, and maintain any personal equipment used. Management agrees to provide the employee with necessary office supplies. VA will provide system access via VPN/Citrix to Network, VISTA, Outlook, CPRS, etc.

Section 4: Safety Inspection

- A. When a safety inspection of the ADS is necessary to ensure proper maintenance of government-owned property and conformance with safety standards, it will occur during the employee's normal duty hours.
- B. The Union has the right to be present at the inspection.
- C. When it is determined that an inspection is needed the safety inspector will coordinate the inspection date with the employee within five (5) working days.
- D. The inspection will be scheduled as soon as possible and the date of this inspection will be provided to the Union.

Section 5: Telework Requirements

Prior to teleworking employees will be required to complete and submit to the supervisor the following documentation:

1. VA Form 0740, Telework Proposal;
2. Information Systems User Confidentiality Statement;
3. Penalties for Unauthorized Disclosure;
4. Department of Veteran's Affairs (VA) National Rules of Behavior;
5. Evidence that employee has been authorized remote access to Network (VPN account approval);
6. Documentation of completion of Talent Management System (TMS) Telework Training; and
7. Acknowledged receipt of a copy of Master Agreement, Article 20 and Article 18 of this agreement.

Section 6: Telework Program Agreement (TPA)

Each employee approved for telework and their immediate supervisor will complete the negotiated Telework Program Agreement which will be located on the HRMS SharePoint Site under Telework Resources. When complete the Telework Program Agreement must be signed by the employee, their immediate supervisor and the approving official.

Section 7: Service/Work Area Requirements

Each Telework Program Agreement must include the following requirements and must be signed by the employee, the supervisor and the service chief (or equivalent) or designee:

1. Acknowledgment that performance standards have not changed as a result of telework;
2. The employee's work schedule and tour of duty;

3. Any specific requirements (specify work description, duties, project descriptions and deadlines for delivery);
4. Any required work processes (specify progress reports, submission and review of completed work, participation in meetings, conference calls, training, etc.);
5. The process to obtain assistance in the event of technical disruption;
6. The process to immediately notify the supervisor whenever there are problems which adversely affect the employee's ability to perform work at the ADS;
7. The duration of the employee's participation (specific dates).

Section 8: Telework Official Duty Station (ODS)

A telecommuting employee's ODS continues to be their official worksite. Generally the official worksite for an employee covered by a telework agreement is the place the employee would normally work absent a telework agreement. An employee will be scheduled to work at their ODS at least two (2) times during a pay period on a regular and recurring basis, both times may occur during a single week.

Section 9: Removal from Telework Program

When Management makes a decision to remove an employee from Telework, the employee shall normally be given at least fourteen (14) calendar days written notice prior to the removal from Telework. The written notice shall include at a minimum the reason(s) for the removal.

Section 10: Union Notification

Management agrees to provide the Union with a list of all coded eligible or ineligible positions bi-annually. The manager will notify the Union and Human Resources Management Service when employees are placed on or taken off telework.

Article 19: Merit Promotion

Section 1: Purpose

Management and the Union agree that all promotions will be completed through an equitable and consistent process for Title 5 bargaining unit positions.

Section 2: Development of Career Pathways

The Union will designate up to three (3) bargaining unit employees to work with Management to review and develop career ladder positions, as provided in Article 23, Section 2C of the Master Agreement.

Section 3: Vacancy Announcements

- A. Career ladder vacancies and vacancy announcements covered by training agreements may be announced at any or all grades. When a substantial error in such vacancy announcements requires an amendment the Union will be informed within three (3) calendar days of the change.
- B. Job announcements will include the exact application process, either through USA STAFFING or in written form.

Section 4: Panel for Competitive Action

- A. When the Management establishes a Panel for Competitive Action (Rating and Ranking Panel), Management will notify the Union in writing three (3) calendar days prior to convening the panel.
- B. Panels for bargaining unit positions will include two bargaining unit employees chosen with the concurrence of the Union. Absent mutual agreement, Management reserves the right to appoint panel members following

discussion with the Union. Management will inform the Union of the reasons for its decision.

Section 5: Selection of Candidates

The Union will be provided the name of the successful candidate in a competitive action.

Section 6: Keeping Employees Informed

Upon request, an employee who applies for a position and is not selected will be given the following information from Human Resources or the Selecting Official:

1. Whether they met the minimum qualification requirements;
2. Whether they were in the group from which selection was made;
3. Who was selected; and,
4. A statement of the reason(s) not selected and areas to improve, if any.

Article 20: Parking and Transportation

Section 1: Purpose

The Parties agree on the importance of secure and safe areas of parking at the facility, Community Based Outpatient Clinics (CBOCs) and leased space.

Section 2: General

- A. Management agrees to provide secure, adequate and accessible parking for employees.
- B. The parties agree to continue the existing shuttle service for the foreseeable future. Any negotiable changes in the shuttle service will be made in accordance with Article 32, Midterm Bargaining, in this agreement.

- C. No charge for parking will be initiated for the duration of this Agreement except where required by law.
- D. Management agrees to furnish the Union with four (4) reserved parking spaces. The location of these four (4) spaces will be determined by the Parking Committee.
- E. When problems or issues arise relating to the maintenance and safety of parking lots, employees will be encouraged to report them via the Parking Committee electronic feedback survey. Problems will be addressed and tracked in the Parking Committee and documented in the minutes.

Section 3: Violations

- A. All employees will adhere to station parking and traffic regulations.
- B. An employee will receive two courtesy warnings and one counseling prior to receiving a parking citation by VA police except where a vehicle is parked in clearly marked emergency lanes, patient parking or in unauthorized handicapped parking spaces.
- C. An employee may receive discipline for parking in clearly marked emergency lanes, patient parking or unauthorized parking in a handicapped parking space; or for repeated parking offenses.

Section 4: Union Notification

- A. Management agrees to notify the Union at least fourteen (14) calendar days in advance of any proposed negotiable changes regarding parking and transportation when practicable.
- B. Management agrees that it will adhere to all provisions in Section 2A of this Article when there is construction of a new facility.

Section 5: Special Circumstances

- A. When an employee participates in any transit program, the employee may request and Management may grant a change in an employee's tour of duty.
- B. An employee who experiences an infrequent unforeseen delay with public transportation or car pools may request and may be granted approved leave.

Article 21: Safety, Health and Environment

Section 1: Purpose

In order to implement Article 29, Safety, Health and Environment, in the Facilities covered by this Agreement and to address the particular circumstances that exist locally; the Parties agree as follows:

Section 2: General

- A. The functions of the Occupational Safety, Health and Fire Prevention Committee are performed by the Environment of Care Committee.
- B. Management will notify the Union's Safety and Health Representative, when possible, at least three (3) calendar days in advance before conducting any and all scheduled safety and health inspections in the workplace. The Union will be given the opportunity to participate in the inspections. This also applies to all the CBOCs and leased spaces.
- C. The safety representative will be permitted to attend training at the National Joint Safety Conference. While on this training the safety representative will be on official time not counted against any other allocated official time.
- D. Management will provide the Union with the Environment of Care Monthly Report which tracks incidents by injury characterization, type/activity and by service. Types of incidents reported include assaults, sharps, environmental exposures, injuries of all types and stress/emotional incidents. Further, the Union will be provided with access to

the Automated Safety Incident Surveillance Tracking System (ASISTS).

Section 3: Safety and Health Committees

- A. The Union will be afforded representation on all facility-level committees related to the safety and health of bargaining unit employees.
- B. The Parties agree that work on the Safety and Health programs is part of the ongoing Partnership between Management and the Union. Time spent on activities described in Article 29, Section 3B of the Master Agreement will be on official time not subject to existing allocations.

Section 4: Report, Evaluation and Abatement of Unsafe and Unhealthy Working Conditions

The Union will be given an opportunity to participate in the development of abatement plans to the extent that they affect the working conditions of bargaining unit employees.

Section 5: Comprehensive Analysis of Injuries and Illnesses

Management and the Union are committed to the reduction and prevention of on-the-job accidents, illnesses and injuries. The Accident Review Committee will review and study selected accidents for the purposes of identifying trends of accidents, reducing the rate and severity of accidents, and reducing the costs related to accidents. To jointly accomplish these objectives, the Union Safety and Health Representative will be considered an integral member of the Committee.

Section 6: Imminent Danger Situations

The Union will be notified as soon as possible when there is an imminent danger situation.

Section 7: Training

Management has the affirmative responsibility to ensure employees are trained on safety and health matters appropriate to

the work performed. The Union may participate in the development of this training including curriculum and training materials through their participation in the Environment of Care and Patient Safety Committees and associated subcommittees.

Section 8: Leases

The Union Safety and Health Representative will be given an opportunity to accompany Management on any pre-occupancy inspection of space about to be occupied by bargaining unit employees.

Section 9: Asbestos Removal

Management will notify the Union within thirty (30) calendar days of initiating procedures for asbestos removal.

Section 10: Smoking Cessation

Smoking Cessation resources will be made available to staff to assist with smoking cessation. The initial evaluation through Employee Occupational Health will be on duty time. Smoking Cessation resources will be announced through the normal means of making general announcements to employees (i.e., electronic bulletins or newsletters, email, bulletin boards, etc.)

Section 11: Indoor Air Quality

- A. The Union Safety and Health Representative will be provided a copy of any reports generated from investigations/inspections conducted concerning Indoor Air Quality or Building Related Illness within seven (7) calendar days of receipt.
- B. If an employee is exposed to levels of airborne asbestos exceeding OSHA standards an employee may receive hazard pay in accordance with the provisions of 5 CFR 550, Subpart I.
- C. Hazardous duty must be considered as part of the position classification process. When there is a request for hazard pay Management may first conduct a classification review to determine if the position is properly classified.

- D. If an employee is exposed to levels of airborne asbestos exceeding OSHA standards an employee will be offered medical surveillance examination(s).

Section 12: Renovation and Construction

When practicable, Management will notify the Union at least fourteen (14) calendar days in advance of any alteration of the physical work site of bargaining unit employees for which there is a bargaining obligation.

Section 13: Wellness Program

The Wellness Committee will work to improve the overall wellness of employees. The Safety and Health Representative will be a member of this committee.

Section 14: Workplace Violence

- A. The Union will be afforded the opportunity to appoint a representative to the Violence Prevention and Management Committee, to the Employee Threat Assessment Team, and to the Workplace Behavior Assessment Team where reports of incidents of workplace violence are reported and addressed.
- B. Management will provide access to counseling for all employees exposed to workplace violence when requested.

Section 15: Ergonomic Lifting

- A. There will be a committee established at the facility to address ergonomic lifting. The Safety and Health Representative will be a member of this committee. The committee will review available equipment, solicit employee input and make recommendations concerning safe lifting.
- B. Management and Union recognized the importance of safe lifting practices. However, the parties agree that circumstances beyond the employee's control may result in injury. These situations will proceed according to Article 29, Section 10 of the Master Agreement.

Section 16: Ergonomic Assessment

Upon request, an employee will be provided with an ergonomic assessment. If necessary, modifications to the employee's work station will be made. These determinations will be made on a case-by-case basis.

Article 22: Occupational Health

Section 1: Purpose

The purpose of this article is to provide guidance related to maintenance of a healthful working environment.

Section 2: Infectious Illness

- A. Contagious illnesses are tracked by Infection Control to curtail potential spread to patients and/or employees. Examples include tuberculosis, chickenpox and measles. The Infection Control Committee receives and reviews this information.
- B. The Union will have a representative appointed to the Infection Control Committee. The Infection Control Program Memorandum 516-09-00-049 (or successor) guides practice at this Healthcare System.
- C. Employees will be informed annually that there may be charges for some treatment services. Employees should be informed about any potential charges at the time of treatment.

Section 3: Medical Surveillance

- A. The Safety Officer or designee will, upon request, provide the Union with a current list of positions for which medical surveillance is mandatory.
- B. When an exposure or other qualifying incident has been reported, Management will inform employees in writing about

their eligibility for medical surveillance and/or about the need for a required examination.

Section 4: Occupational Health Services

- A. Occupational Health services will be available at the Bay Pines campus facility for non-emergency situations between the hours of 7:30 am to 4:00 pm, Monday through Friday, excluding holidays. If practicable, employees will have their tour of duty altered to accommodate scheduled examinations or other occupational health services.
- B. If travel to and from the Bay Pines campus is required, examinations will be scheduled during the employee's duty time. Employees will be compensated for mileage if authorized in accordance with law, regulation and this Agreement.
- C. Work-related medical examinations, treatment, screening or preventive services, whether provided by VA personnel or contracted service, when required and authorized, will be generally provided without charge to employees.
- D. Employees whose work creates the potential for exposure to contagious diseases may be afforded prophylactic treatment, drugs or agents, generally without charge.

Article 23: Silent Monitoring

Section 1: Purpose

The primary purpose of monitoring public telephone conversations is to ensure accurate and courteous information is provided to Veterans. Monitoring may also be used for evaluating performance.

Section 2: Training

- A. Employees whose telephone calls may be recorded or monitored will be trained prior to assuming duties that require telephone contact with the public. If necessary a script will be

provided to employees. Feedback related to training shall be provided verbally or in writing.

- B. If monitoring reveals the need for remedial training for Title 5 and Hybrid Title 38 employees, they will receive remedial training.

Section 3: Monitoring for Performance

- A. When conducting monitoring to evaluate performance, Management will notify employees at least two (2) calendar days prior to the one (1) week monitoring period.
- B. A formal performance improvement plan may be initiated in accordance with Article 27 of the Master Agreement for Title 5 and Hybrid Title 38 employees and in accordance with VA Handbook 5013, Part II for Title 38 employees.

Article 24: Staff Lounges

Section 1: Purpose

Staff lounges play an integral part in constructing a world class working environment for employees in order for them to provide excellent service to veterans and their families. These provisions set the guidelines for staff lounges.

Section 2: General

- A. Management agrees that in the early stages of planning new construction, remodeling or program relocations, Union input will be sought concerning possible staff lounge/break areas.
- B. The Union will be notified in writing anytime a change is being considered to existing staff lounge/break areas. No changes will be made until negotiations, if requested and appropriate, are completed.
- C. The parties agree that maintaining neat and sanitary conditions in lounge/break areas is the joint responsibility of the staff using the areas and of housekeeping services.

- D. Staff lounges, break rooms or similar spaces should be of sufficient size to accommodate the number of employees reasonably expected to use the space.

Section 3: Provisions

- A. Staff lounges, break rooms or similar space shall be reasonably accessible to the employees' work areas.
- B. Break rooms/staff lounges may be equipped with conveniences subject to availability. Employees on all tours of duty will have reasonable access to a refrigerator, microwave and drinking water.

Article 25: Time and Leave

Section 1: Purpose

The purpose of this article is to describe the rights, responsibilities and procedures as they relate to time and leave, and to ensure leave is administered in a fair and equitable manner.

Section 2: General

- A. Employees will accrue and use sick, annual and other types of leave in accordance with applicable laws, OPM regulations, the Master Agreement and this Article. Employees should request, in advance, approval of anticipated leave.
- B. In order to request leave, the employee can make an entry into the electronic time and attendance system (VISTA or successor) or submit an SF-71. Upon request, the supervisor will provide an email address to the employee to submit an SF-71. The employee shall place their supervisor's name on the form to ensure the request is received by the proper authority.

- C. Employees will not be adversely affected in any employment decision (including promotions, step increases or assignments) solely because of their leave balances.
- D. Employees should make known to their supervisor as soon as possible any anticipated absences the employee has knowledge of in order that necessary coverage can be arranged.
- E. Movement of an employee from one work location to another will not result in cancellation of an employee's approved leave, except when necessary to meet valid operational needs.

Section 3: Annual Leave

- A. Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and unscheduled purposes. Employees may request at least two (2) consecutive weeks of annual leave each year and may take such leave subject to Management's approval. Management may consider the overall scheduling of annual leave within the unit, work area, or service.
- B. Management will develop fair and equitable annual leave practices.
- C. If an employee and/or the Union has reason to believe that annual leave practices are not fair and equitable, the Union may request and will be provided a copy of the current Annual Leave Plan for that work unit.
- D. When an employee requests annual leave in conjunction with scheduled days off at the beginning and/or end of the leave period, the supervisor will not change that employee's days off except where necessary to meet valid operational needs.
- E. Non-emergent requests for periods of annual leave outside of the annual vacation schedule will be granted subject to the needs of the service. Written requests should be made as far in advance as possible. Decisions on approval or disapproval of occasional annual leave will be made by the supervisor within a reasonable period of time, normally, within three (3) working days of the request.

- F. Employees wishing to mutually exchange leave periods will be permitted to do so where the work of the unit is not adversely affected, and has been approved by the supervisor.
- G. The number of employees granted annual leave during any given period shall be governed by service requirements. In order to facilitate leave planning, the maximum number of employees that may be on annual leave at any given time should be specified.

Section 4: Vacation Schedule

- A. The supervisor will utilize a fair and equitable process to solicit annual employee vacation requests such as, but not limited to the following:

For each round, the vacation schedule will be circulated to each employee in order of seniority. An employee may only request leave weeks in an amount that does not exceed their existing leave balance.

Round 1: November 1st through November 15th -
Employees may request a first and second week of vacation.

Round 2: November 15th through December 1st -
Employees may request a third week of vacation.

Round 3: December 2nd to December 15th - Employees may request a fourth week of vacation and, if applicable, a fifth week of vacation.

- B. All employees shall be responsible for planning their annual leave for the upcoming calendar year. Between the 1st of November and the 31st of December of each year, each service shall make adequate provisions to ensure that all employees are given full opportunity to submit requests for annual leave in sufficient time for them to be considered before the annual vacation schedule is prepared.
- C. Employees may request annual leave in one (1) to two (2) consecutive week periods, excluding holiday weeks.

- D. Conflicting requests will be resolved based upon seniority. Seniority is based on the employee's EOD at Bay Pines VA Healthcare System (BPVAHCS).
- E. All Federal holiday weeks will be made available to employees on a rotational basis.
- F. A listing of all approved annual leave for the upcoming year will be completed no later than December 31st of each year.
- G. After the approved leave schedule has been posted, all remaining available leave slots will be granted on a first-come, first-served basis. Seniority will be the deciding factor if a tie-breaker is required.

Section 5: Unplanned/Emergency Leave

- A. Unanticipated leave for personal reasons must be requested as soon as possible but no later than the start of the employee's scheduled tour of duty. If there is an extreme emergency that makes such notification physically impossible, notification must occur as soon as possible. The employee may be required to provide verifiable evidence of such an emergency.
- B. In the event an employee is on duty and has serious personal needs requiring emergency annual leave, the employee must contact their supervisor or designee to request the leave prior to leaving the duty station. The employee will be informed whether leave is approved or disapproved at the time it is requested.
- C. There will always be a leave approving official available to act upon the request during facility/service operating hours, and employees will be provided with the contact number of the leave approving official(s).
- D. The employee will be informed whether leave is approved or disapproved at the time it is requested.

Section 6: Sick Leave

- A. General: Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences in accordance with Article 35, Sections 4 and 5 of the Master Agreement. Appropriate absences include but are not limited to: incapacitation of the employee; and medical, dental or optical examination/treatment (for employee or family member). Sick leave may be appropriate to allow an employee to provide care to an incapacitated or seriously ill family member.
- B. Timely Notification: It is the responsibility of the employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site as soon as possible.
- C. Employees are expected to report their anticipated absence from work to the appropriate supervisor as soon as possible but at least two (2) hours prior to the beginning of their tour of duty. If extenuating circumstances do not permit this, the employee will make this notification no later than two (2) hours after the beginning of their tour of duty.
- D. One Call: Management will assure a designated phone number is established for the supervisor or designee to receive such notifications; the employee's obligation is to complete one phone call to the established number (or to an alternate number the employee was notified to use). In the event that the supervisor or designee is not available, employees may use voicemail to notify the supervisor or designee of their request for sick leave.
- E. Employees who have insufficient sick leave to cover their absence must speak to a leave granting official to request annual leave or LWOP in lieu of sick leave. In the event that the supervisor or designee is not available, employees may use voicemail to notify the supervisor or designee of their request for annual leave or leave without pay in lieu of sick leave. Employees who leave a voicemail must leave a telephone number at which they can be reached.
- F. Employees who have been disciplined in the preceding year due to leave, counseled in the preceding six (6) months due to

leave, and/or employee(s) who are on sick leave certification are required to speak to a leave granting official.

- G. Documentation: Employees who request sick leave, annual leave in lieu of sick leave, or LWOP in lieu of sick leave, for periods of illness exceeding three (3) consecutive work days, must make an appropriate request and may be required to furnish administratively acceptable evidence of the need for such leave upon return to duty. Administratively acceptable evidence for medical certification is a statement from the employee's healthcare provider that says the employee was incapacitated for work and includes the dates of incapacitation. Management is not precluded from requiring medical documentation for absences of less than three days if they have an objective reason to believe the employee is not incapacitated for duty.
- H. An employee who expects to be absent more than one day must notify their supervisor or designee of their expected return date. The supervisor or designee must be notified of any changes of the expected return date. In the case of extended illness daily reports will not be required.
- I. Healthcare Appointments: To allow for adequate coverage, employees must request sick leave as far in advance as possible for visits to physicians, dentists, practitioners, or specialists for the purpose of securing examination or treatment.

Section 7: Hazardous Weather/Emergency Conditions

- A. Management shall notify the Union President or designee telephonically of any delay, closing of the main facility or any associated CBOC, or operating on a limited basis as the result of hazardous weather or an emergency.
- B. Management may approve leave or authorized absence during hazardous conditions with an understanding that this does not generally apply to employees who provide critical services.

Section 8: Military Leave

- A. Military leave shall be granted for active or inactive duty training or military service in accordance with VA Handbook 5011 and 5 USC 6323.
- B. Military activation orders will be submitted to the leave approving authority as far in advance as possible but in extreme emergencies, no later than twenty-four (24) hours prior to departure. For military training, the training schedule will be submitted to the manager at the beginning of the year.
- C. Final approval of military leave shall be contingent upon the employee furnishing certification from the military authorities confirming that military duty was performed for the period that military leave was granted.

Article 26: Training and Career Development

Section 1: Purpose

The purpose of this article is to emphasize the importance of employee training and career development in carrying out the mission of the Healthcare System.

Section 2: Local Training Committee

- A. For purposes of this agreement the Education Board fulfills the requirements of the local Training and Career Development Committee described in Article 37, Section 2 of the Master Agreement.
- B. The Education Board assists the Healthcare System in being an employer of choice by providing oversight of training and development programs across the employee life cycle. This includes resident/student training programs, new employee orientation, competency development, leadership development and succession planning.
- C. The Education Board will meet at least quarterly and membership will include Management, bargaining unit employees, and Union Representatives. If a member is serving as a Subject Matter Expert (SME), the time used will

be duty time. If Management requests that members of the committee prepare for the quarterly meetings, the preparation time will be on official time.

- D. The Education Board will strive to submit joint recommendations for training to the appropriate executive level board.
- E. The Education Board may choose to add to or expand nationally developed training in response to training needs.
- F. The Education Board will make recommendations as appropriate for development of long-term educational opportunities.
- G. The Education Board will consider employee feedback when identifying training needs and opportunities.
- H. The Education Board will review educational offerings or current training and provide suggestions for improvement.

Section 3: Training Costs

- A. If an employee wishes to be reimbursed for tuition expenses for a certificate or degree program at an approved, accredited college/university or technical school a written request must be submitted in accordance with VAHCS Memorandum 516-11-11-082 Requesting Education Training and Education Support (or successor). The amount and availability of support may vary from year to year based on the number of applicants and available funding.
- B. Reimbursement for travel/training/professional development expenses related to other educational training must be approved in advance as described in VAHCS Memorandum 516-11-11-082 (or successor). Such education/training must meet the requirements outlined. Funds to support travel/training/professional development may vary from year to year based on available resources.

Section 4: Reassignment and New Assignments

- A. When employees are reassigned to new positions or assigned new duties in connection with their current position, Management will provide training necessary to enable employees to perform all required and/or assigned duties.
- B. Management will provide the job specific training as early as possible after reassignment/new assignment/change in job focus.

Section 5: Scheduling Training

When training required by Management is conducted during an employee's regularly scheduled tour of duty, he/she will be granted excused absence to attend. An employee who attends required training outside their scheduled tour of duty will be paid overtime unless the employee's tour of duty is changed to accommodate the training; or unless the employee requests and is approved for compensatory time.

Section 6: Training Information

- A. Management will make information about training courses, programs and seminars conducted or sponsored by the Healthcare System available to all employees. Upon request, Management will work with individual employees to identify training opportunities that meet their identified educational or career objectives.
- B. Upon request, Management will assist employees to enable access to the Talent Management System (TMS), education calendars, postmaster messages, weekly bulletins and other available education/training notifications.

Section 7: Travel and Education Requests

- A. Employees should not register or otherwise obligate themselves for costs related to training/educational opportunities until they receive approval of their tuition reimbursement or their electronic Travel and Education Request.
- B. Timely submission of Travel and Education Requests helps to assure timely decision making and notification of

approval/disapproval. Requests should be submitted at least six (6) to eight (8) weeks in advance of the training date. Travel and Education Requests will generally not be considered if they are received at the Healthcare System Director level less than thirty (30) calendar days prior to the event.

- C. Employees will be notified of approval/disapproval of training requests as soon as possible but in every case prior to the start of the training.

Section 8: Educational Programs and Continuing Education

When possible, and depending on operational requirements Management will afford employees who require continuing educational units (CEUs) the opportunity to adjust their tours so that they may attend educational programs. Employees will request prior approval from their supervisor to assure appropriate coverage is available.

Article 27: Uniforms

Section 1: General

- A. In accordance with law, government wide regulation and VA policy the Healthcare System Director has the authority to determine uniform requirements.
- B. Each service will determine if employees will be required to change into/out of uniforms at the duty site. If employees are required to change into/out of their uniform at the duty site, there will be a uniform change time up to ten (10) minutes at the beginning and end of each tour of duty.
- C. In instances where it is necessary to change a soiled uniform or clothing a reasonable amount of time will be afforded for that purpose.

Section 2: Union Notification

The Union will be provided with official notification from Management in advance of any change to current practices regarding uniforms in accordance with Article 32 of this Agreement. The Union will be afforded a reasonable opportunity to bargain regarding negotiable matters related to the change.

Article 28: Upward Mobility

Section 1: Purpose

The goal of Upward Mobility is to provide maximum opportunity for employees to advance so they may perform at their highest potential. The Upward Mobility Program is responsive both to employee career advancement and to the Healthcare System's staffing needs.

Section 2: General

- A. The Upward Mobility Committee (UMC) will report to the EEO Committee. The Committee will meet at least quarterly and membership will include Management, Human Resources, bargaining unit employees, and Union Representatives.
- B. As part of this program the parties will identify positions which may be appropriate for upward mobility. If Management determines that a position should be filled as Upward Mobility the position will be specifically described and announced as such.
- C. The position will be filled at a grade level which is lower than the target level and will permit consideration of employee potential as a factor in evaluating candidates for selection.
- D. This program's objectives will include but are not limited to:
 1. Supporting the advancement of under-represented minorities and women;

2. Identifying positions that may be appropriate for Upward Mobility; and
3. Creating training positions.

Article 29: Recognition of Union Officials and Representatives

Section 1: Purpose

Management agrees to recognize the duly elected or appointed officers and stewards in the Union.

Section 2: General

- A. The duties and responsibilities of stewards shall be assigned by the Union President.
- B. Stewards appointed shall be those employees who have completed their probationary period.
- C. Stewards will be permitted to represent employees from more than one service and from more than one work area.
- D. The number of stewards will be limited to twenty-five (25). The number of stewards will normally be limited to no more than four (4) in Nursing Service, and no more than two (2) in any other service. Stewards in excess of these numbers will be by mutual agreement.

Article 30: Grievance Procedure

Section 1: Purpose

The purpose of this article is to provide a mutually acceptable method for timely and equitable settlement of grievances. This is the exclusive procedure for Title 5, Title 38 Hybrids and Title 38 bargaining unit employees in resolving grievances that are within

its scope, except as provided in Article 43, Sections 2 and 3 of the Master Agreement.

Section 2: Definition

A grievance means any complaint by an employee(s) or the Union concerning any matter relating to employment, any complaint by an employee, the Union, or Management concerning the interpretation or application of this Agreement; and of the Master Agreement; or any claimed violation, misinterpretation or misapplication of law, rule, or regulation affecting conditions of employment. The Union may file a grievance on its own behalf or on behalf of some or all of its covered employees.

Section 3: Jurisdiction

If either party considers a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. Management must assert any claim of non-grievability or non-arbitrability; this assertion may be made as early as Step 1, but no later than the Step 3 decision.

Section 4: Representation

- A. The only representation an employee may have under this procedure is a representative(s) approved in writing by the Union, in accordance with Article 43, Section 7 of the Master Agreement. An employee may pursue a grievance without Union representation, but the Union may elect to attend each grievance step. The Union will be provided notice immediately when any grievance is filed, as well as given advance notice of each meeting.
- B. At any step of the negotiated grievance procedure, any management deciding official (or their designee) may have a representative present with prior notice to the Union.

Section 5: Informal Resolutions

- A. Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis.

- B. Employees and/or their representatives are encouraged to informally discuss concerns with their supervisors at any time in an attempt to resolve the issue. If they choose, employees and/or their representatives may request to talk with other appropriate officials about concerns without filing a formal grievance.
- C. In an attempt to resolve the complaint informally, the complainant and/or Union may formally request Alternative Dispute Resolution (ADR). This request must be submitted to the EEO Coordinator with a copy to the Chief, Employee and Labor Relations, Human Resources Management Service, no later than fifteen (15) calendar days before the grievance deadline.
- D. Upon agreement to utilize ADR, the timeframes agreed upon in Article 43, Section 7, Step 1 of the Master Agreement may be suspended until the completion of the ADR process.
- E. When practicable, the ADR Session should take place within forty-five (45) calendar days after the request is received.
- F. If the grievance is not satisfactorily resolved in the ADR process the grievant may continue in accordance with the procedures as provided in Article 43, Section 7 of the Master Agreement.

Section 6: Procedure

- A. Any grievance submitted in writing will contain sufficient detail to identify and clarify the basis for the grievance and will specify the personal relief requested by the employee. At a minimum, it will contain the following information:
 - 1. The specific action or incident on which the grievance is based; the date the action or incident occurred (if known); or the date the employee first learned of the action (if appropriate);
 - 2. The reasons the employee believes that the action was unjustified or believes he/she was treated unfairly; and/or the specific policy, written

agreement, or provision violated and how it impacted the employee;

3. The corrective action desired by the employee;
and
4. Written designation of representation.

B. Grievance meetings under this procedure will be face-to-face at the location of the grievant. By mutual agreement, the parties to the grievance may agree to video conference or teleconference the grievance meeting. The Union is entitled to have an equal number of representatives at all steps of the grievance procedure as Management.

C. In the event of a formal filing of a grievance, the following steps will be followed:

Step 1: An employee and/or the Union shall present the grievance to the immediate or acting supervisor, through Human Resources Management Service (HRMS), in writing, within thirty (30) calendar days of the date that the employee or Union became aware, or should have become aware, of the act or occurrence; or, anytime if the act or occurrence is of a continuing nature. The immediate or acting supervisor will make every effort to resolve the grievance immediately but must meet with the employee/representative and provide a written answer within fourteen (14) calendar days of receipt of the grievance. If there is to be more than one Management official involved in the grievance meeting, the Union will be so notified in advance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Service/Division Chief, or other equivalent Management official or designee through HRMS within seven (7) calendar days of the Step 1 supervisor's written decision letter. The recipient of the grievance shall sign and date the grievance. The Step 2 grievance must state, in detail, the basis for the grievance and the corrective action desired. If there is to be more than one Management

official involved in the grievance meeting, the Union will be so notified in advance. The Step 2 official will provide the Step 2 answer within ten (10) calendar days from receipt of the grievance.

Step 3: If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union shall submit the grievance to the Director through HRMS within seven (7) calendar days of receipt of the decision of Step 2. The recipient of the grievance shall date and sign the grievance. The Step 3 grievance must state, in detail, the basis for the grievance and the corrective action desired. The Director or designee shall meet with the aggrieved employee(s) and their Union representative(s) within seven (7) calendar days from receipt of the Step 3 grievance to discuss the grievance. The Director or designee will render a written decision letter to the aggrieved employee(s) and the Union within ten (10) calendar days after the meeting.

Step 4: If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 44 of the Master Agreement. Only the Union or Management can refer a grievance to arbitration.

Note 1: For Veterans Canteen Service (VCS) employees, Step 2 will be eliminated if there are not two levels of supervision at the local facility. In Step 3, the VCS Regional Manager, or his/her designee, will be the deciding official. The meeting will be at the duty station of the aggrieved employee and with an official higher than the Canteen Chief.

Note 2: For Network Contracting Activity 8 employees, the officials listed below will replace those mentioned in the respective steps. If the local union requests, Management shall advise the local union of the proper recipient of the grievance at each step.

Step 1 – Immediate supervisor

Step 2 – Deputy Network Contracts Manager or designee

Step 3 – Network Contracts Manager or designee.

Note 3: For OI&T unit employees, the officials listed below will replace those mentioned in the respective steps. If the local union requests, Management shall advise the local union of the proper recipient of the grievance at each step.

Step 1 – Immediate supervisor

Step 2 – Facility Chief Information Officer (or equivalent) or designee

Step 3 – Network Chief Information Officer or designee.

Note 4: At any step of the negotiated grievance procedure, when any management deciding official designates someone to act on his/her behalf, that designee will have the complete authority to render a decision at that step and will render the decision. The designee will never be someone who decided the issue at any previous step.

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

Note 6: Local management-initiated grievances shall be filed with the local Union president or designee and shall constitute Step 3 of the negotiated grievance procedure. Such grievance must be filed within thirty (30) calendar days of the act/occurrence or when Management became aware of, or should have become aware of, the act/occurrence. The time limits

for the meeting and response will be fourteen (14) calendar days.

Note 7: The Union shall be provided a copy of all employee-filed grievances at all steps and all responses to those grievances. Copies of such grievances must be provided to the Union as soon as practicable, no later than two workdays after receipt. Copies of grievance responses must be provided to the Union when they are issued. When a grievance has been filed, Management shall not discuss the grievance with the grievant unless the Union is given notice and an opportunity to be present. Any resolution of a grievance must be consistent with and not conflict with the terms of the Master Agreement and this supplemental agreement.

Section 7: Extensions

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

Article 31: Arbitration

Section 1: Notice to Invoke Arbitration

- A. Only the Union or Management may refer to arbitration any grievance that remains unresolved after the final step under the procedures of Article 43 of the Master Agreement. A notice to invoke arbitration shall be made in writing to the opposite party within thirty (30) calendar days after receipt of the written decision rendered in the final step of the grievance procedure.
- B. The parties will follow the procedures and timelines described in Article 44 of the Master Agreement.

Section 2: Alternative Dispute Resolution (ADR)

- A. After a party has invoked arbitration and an arbitrator has been selected either party may propose the use of ADR.

- B. If there is an agreement to utilize ADR, the ADR session should take place within forty-five (45) calendar days when practicable.
- C. If the grievance is not satisfactorily resolved in the ADR process the moving party may continue in accordance with the procedures as provided in Article 44, Section 2 of the Master Agreement.

Article 32: Mid-term Bargaining

Section 1: Purpose

The purpose of this article is to provide an understanding of the procedures to be used; the rights; and the obligations of the Union and Management in mid-term bargaining.

Section 2: General

Negotiations will be conducted in accordance with the requirements of the Statute (5 U.S.C. Chapter 71), the Master Agreement and this Supplemental Agreement.

Section 3: Matters Appropriate for Mid-term Bargaining

- A. It is agreed and understood that matters that may be appropriate for mid-term negotiation are as follows:
 - 1. Personnel policies, practices, and matters affecting working conditions of bargaining unit employees;
 - 2. Procedures that Management will observe in exercising their rights as defined by the Statute; and
 - 3. Appropriate arrangements for employees adversely affected by the exercise of management rights as defined by the Statute (5 U.S.C. Chapter 71).
- B. Negotiation is not required on any matter already covered by, expressly or inseparably bound to, a provision of this Supplemental Agreement or the Master Agreement.

Section 4: Healthcare System Memoranda

New Healthcare System Memoranda (Policies) or those with proposed substantive changes affecting the working conditions of bargaining unit employees will be implemented in accordance with Article 33 of this Agreement.

Section 5: Notification Regarding Other Changes to Conditions of Employment

- A. Management has a responsibility to notify the Union prior to the implementation of a Management decision affecting the conditions of employment of bargaining unit employees in accordance with this Agreement and the Statute.
- B. Management will notify the Union (via email to designated Union representative with a copy to Human Resources) at least fourteen (14) calendar days prior to the implementation of a Management decision that affects the conditions of employment of bargaining unit employee(s) in accordance with this Agreement and the Statute.
- C. Management will forward along with the notice, relevant information and/or material related to the change(s) in conditions of employment. The notification will contain the name, position title, the work unit for each affected employee, and the anticipated date of the change, along with a description of the change in working conditions.
- D. If adequate advance notice cannot be provided due to an emergency or because delay in implementation would affect Management's ability to carry out its mission, Management will provide the Union notice of the change as soon as practicable.
- E. The Union may request to meet to gather additional information related to the intended change. This meeting will occur within five (5) calendar days of receipt of Management's notice. This does not preclude the Union from requesting data at a later date.

- F. The parties should attempt to resolve the issue via email, telephone or teleconference. If the nature of a specific issue requires, the Union can request formal bargaining.
- G. From the date of Management's notice, the Union will have fourteen (14) calendar days to submit a request to bargain including any written proposals. If no formal request to bargain has been received within the specified period, the intended change will be implemented.
- H. The request to bargain must articulate specifically how employees will be detrimentally affected by Management's actions. It shall describe how the Union's proposal(s) are intended to mitigate the actual or reasonably foreseeable adverse effects of the exercise of management right(s).
- I. Upon receipt of a request to bargain, an ad hoc negotiating committee will be formed. Management may appoint up to three (3) members on this committee, and the Union will be permitted to have an equal number.
- J. If preliminary discussions between Management and the Union result in resolution of an issue, the Union will generally withdraw the request to bargain. If necessary the resolution will be memorialized in a written agreement.
- K. In the event it is necessary to commence with face-to-face bargaining, the negotiating committee will meet within seven (7) calendar days of receipt of the Union's request to bargain.

Section 6: Negotiability Disputes

- A. When the Union requests to negotiate over a matter which Management considers non-negotiable, Management will provide the Union a written statement explaining the rationale for declaring the matter non-negotiable. The Union may then elect to appeal that determination to the Federal Labor Relations Authority (FLRA) for resolution.
- B. If Management claims the issue is non-negotiable due to 38 U.S.C. 7422 exclusions, the parties will attempt to resolve the issue locally. If the parties are unable to resolve the issue locally, either party may request assistance from the VISN

and/or informal review from VA Central Office Labor Management Relations (VACO LMR), and the approved resolution process will be followed.

Section 7: Impasse

- A. If agreement has not been reached on impact and implementation by the planned implementation date, the Union agrees that Management may implement its last best offer; however, Management agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasses by the Federal Service Impasses Panel or mutually agreed upon dispute resolution methods.
- B. Management further agrees to retroactively apply (as may be practical) any subsequent resolutions required by a third party.

Section 8: Formal Bargaining Ground Rules

- A. The parties recognize that each has a responsibility to consider the other's problems and to make an honest attempt to find acceptable solutions. The parties agree to foster an atmosphere of cooperation and mutual respect in all of their negotiation relationships.
- B. Both Chief Negotiators must mutually agree in advance upon observers to attend a Negotiating Committee Session.
- C. Observers will remain silent and play no role in the negotiation/bargaining process or discussions and will otherwise abide by all rules and regulations mutually agreed upon. No official time will be granted to observers.
- D. Local Subject Matter Experts (SME) will only be used, by mutual agreement of the Chief Negotiators. Local travel and per-diem will be paid for by Management.
- E. In accordance with 5 USC 7131(a), all of the Union's mid-term Bargaining Committee members, otherwise in a duty status, who do not have an existing allocation of 100% official time on the date of his or her appointment to the Bargaining

Committee, will be on official time subject to existing allocations.

- F. The schedule for formal negotiations will be jointly determined by the Union and Management, within the timeframes identified in this article. Reasonable time will be afforded for breaks and meals if necessary.
- G. Bargaining may be accomplished through a combination of bargaining techniques.
- H. Cellular phones and all other electronic devices will be placed in vibrate mode.
- I. The parties may amend any provision of these ground rules by mutual consent and in writing.

Section 9: Agreements

Upon mutual agreement, the final resolution will be documented in a Memorandum of Understanding (MOU). The MOU will be considered an addendum to the Local Supplemental Agreement. The MOU will be signed by the Healthcare System Director or designee (or equivalent) and the local Union President or designee.

Article 33: Healthcare System Memoranda

- A. New or substantively changed Healthcare System Memoranda (policies) affecting working conditions of bargaining unit employees shall not be adopted by Management without consultation and/or good faith negotiation with the Union.
- B. Consultation and/or negotiation will be carried out in the following manner:
 - 1. The Union shall be notified and provided the opportunity to present recommendations either orally or in writing to the official responsible for preparing the Healthcare System Memorandum.

2. A draft of the proposed Healthcare System Memorandum with reference material shall be provided to the Union for its recommendations prior to issuance of the policy. By submitting recommendations, the Union does not waive its right to negotiate on the subject. Recommendations of the Union shall receive serious consideration in the formulation of Healthcare System Memoranda. The Union shall be provided the reasons their recommendations were not adopted.
 3. At the request of the Union, formal negotiations, if appropriate, shall take place over the proposed Healthcare System Memorandum.
- C. Copies of directives, handbooks, or direction from higher authority that require or authorize amendment or new issuance shall be provided to the Union prior to implementation by Management. The appropriate Management official shall inform the Union of changes where laws, regulations and directives from higher authority leave no discretion in the matter. The Union may elect to negotiate as appropriate.

Article 34: Official Time

Section 1: General

- A. The Parties agree that in order for the Union to represent employees and to provide for cooperative labor-management relations, Union representatives and officers will be granted official time. Official time is a necessary part of collective bargaining and related activities and is in the public interest. Management and the Union recognize and agree that good communication contributes to a positive and constructive relationship which is vital to the VA's mission.
- B. The equitable allocation and approval of official time to perform representational duties shall be administered in accordance with 5 U.S.C. 7131 and this agreement.

Recognizing that the appropriate use of official time benefits Management and the Union, Management agrees to grant an allotment of official time in the amount described in Article 48, Section 10A of the Master Agreement.

Section 2: Definition

Official time is defined as time during which employees, without loss of pay or charge to leave, serving in their capacity as Union representatives, perform representational activities on behalf of bargaining unit employees, when the employee would otherwise be in a duty status.

Section 3: Use of Official Time

- A. The Parties agree that official time granted in accordance with 5 USC 7131, the Master Agreement and this agreement falls into four (4) categories: negotiation of term collective bargaining agreements; negotiating changes to conditions of employment (mid-term negotiations); dispute resolution; and general labor management relations.
- B. For the following matters, Union representatives will be on official time that counts against the allocation:
1. Negotiation of term collective bargaining agreements;
 2. Negotiating changes to conditions of employment (mid-term negotiations);
 3. Dispute resolution including:
 - a. Handling grievances and/or complaints;
 - b. Discussions with employees regarding complaints or grievances;
 - c. Representation during ADR proceeding including mediation;
 - d. Preparing appeals to the MSPB (other than representation during an MSPB hearing); and

- e. Preparing complaints/claims to EEOC and other EEO related activities (other than representation during an EEOC hearing).
 - 4. General labor management relations for other representational duties including but not limited to:
 - a. Representation during an investigation;
 - b. Discussions with supervisors and management officials regarding personnel policies and practices and matters affecting working conditions; and
 - c. Formal discussions.
 - 5. If the Union exhausts their allocation of official time, the Union will be provided with additional official time pursuant to 5 USC 7131(a) and (c).
- C. For the following matters, union representatives will be on official time that does not count against the allocation:
 - 1. General labor management relations concerning:
 - a. Activities related to the Labor-Management Forum pursuant to E.O. 13522;
 - b. Activities related to the Quality Program as described in Article 7 of this Agreement, which includes involvement on the System Redesign Committee and associated Quality Improvement Teams when serving in a representational capacity;
 - c. Joint Labor-Management Relations Training (Instructor);
 - d. Safety committee activities described in Article 29, Section 3B of the Master Agreement.

- D. For the following matters Union representatives will be on duty time:
1. Joint Labor/Management training (student); and
 2. Subject Matter Expert on a Labor-Management Forum; and
 3. When designated as an employee's personal representative for preparation or presentation of appeals to the MSPB and handling discrimination claims under EEOC procedures; and
 4. National Joint Safety Conference. (One representative).
- E. Official time for Union representatives is not authorized for purposes prohibited by section 7131(b) of the Statute such as soliciting membership, campaigning for union office, collecting union dues, or other internal Union business. These activities shall be performed during the time the employee/representative is in a non-duty status.
- F. Union representatives will get prior approval from their immediate supervisor before traveling to another duty station for official union duties to receive official time for travel.
- G. When a Union Official on 100% official time is on approved leave for a period of more than three (3) consecutive working days, that official time may be transferred to another Union official, subject to the operational needs of the service.
- H. Any new appointed steward shall receive a minimum of forty (40) hours of official time for training, subject to Management approval, and existing allocations.
- I. All official time shall automatically renew yearly at the beginning of the fiscal year, based upon the most recent calculation. Any unused time shall not carry over to the following fiscal year.
- J. Management should release the employee from their normal assigned duties for the specified duration if operational considerations permit. If Management is unable to release the

specific requested employee, the parties will meet to discuss alternatives.

Section 4: Accountability

- A. Labor and Management are equally accountable to the taxpayer and have a shared responsibility to ensure that official time is appropriately authorized and used, as well as accurately tracked and reported.
- B. The Union President or designee will submit a report each month of all official time used by each representative and officer by agreed upon categories outlined in section 3 of this Agreement to the Chief, Employee and Labor Relations in Human Resources Management Service. The report will indicate each representative's name, dates, hours, purposes of the official time, and when official time does not count against the allocation.
- C. The parties agree to develop an electronic tracking accountability system for the official time bank.
- D. Union representatives (except those approved for 100% official time) must request and obtain advance approval of their immediate supervisor before engaging in a representational duty on official time. If the immediate supervisor is not available, the representative must obtain approval from the next level of supervision that is available. The parties recognize and understand that recording use of official time is in the interest of both parties.
 - 1. As far in advance as possible the representative will advise the supervisor by email of the amount of official time needed, anticipated departure and return times, location and the detailed reason as outlined in Section 3 of this Article, for which official time is being requested. The representative is not required to divulge evidence pertaining to the merits of the matter for which official time is being requested.
 - 2. The supervisor will respond to the representative's request by email and will approve the request for official time if operational considerations permit, and

the requested official time is reasonable and appropriate. If the supervisor is unable to release the Union representative at the requested time the supervisor will give an alternative time.

3. The representative (unless on 100% official time) will return to duty promptly after completing his or her representational duties and will immediately advise their supervisor (or designee) of their return by email.
- E. Employees must obtain approval of their supervisor before meeting with a Union representative during work time, regardless of the meeting location. Whenever possible these meetings will occur away from the work unit. If this meeting is to occur in an employee's work unit the Union Representative will notify the immediate supervisor (or designee) of the meeting and estimated duration of the meeting. The employee will inform their immediate supervisor of their estimated time of return to work. If the Union representative and/or employee will be delayed beyond the estimated time of return, each will contact their respective supervisor to request additional time.
- F. When speaking with any supervisor/management official on behalf of a bargaining unit employee, the Union representative will provide a copy of the employee's signed Designation of Representation form to the employee's supervisor or management official.

Section 5: Union Officers and Representatives

The Union shall supply Management, in writing, and shall maintain with Management on a current basis, a complete list of all duly elected officers of the Union, and designated representatives. The Union will notify the Chief ER/LR, in writing, fourteen (14) calendar days in advance of the effective date of any change in the list of designated representatives.

Article 35: Use of Official Facilities

Section 1: Purpose

Management recognizes the importance and value of the Union's mission and purpose in carrying out its representational and partnership duties.

Section 2: Office Space

- A. Suitable sized office(s) shall be provided to the Union at Bay Pines VAHCS and the Lee County VA Healthcare Center. With appropriate advance notice to management, space will be identified in the CBOCs that can be used for representational purposes.
- B. Before a final determination of Union office space is made, the parties will tour the proposed space jointly to assess whether it meets the requirements of the Master Agreement and this Supplemental Agreement.

Section 3: Equipment and Technology

Management agrees to provide the Union officials with up to date equipment and technology, necessary to carry out representational duties.

Section 4: Bulletin Boards

- A. At the Bay Pines facilities Management agrees to provide secured Union bulletin boards.
- B. These bulletin boards will be easily accessible to the Union and employees.
- C. The Union will be provided with at least ten (10) bulletin boards at the Bay Pines facility and at least one (1) bulletin board at each CBOC.
- D. All information posted on bulletin boards will be in compliance with the Bay Pines VA Healthcare System Codes of Conduct and other regulations governing communication.

- E. All Union postings will be clearly identified as AFGE sponsored.

Section 5: Transportation

Travel and per diem shall only be authorized for Union Representatives as specifically provided for in the Master Agreement and in accordance with GSA travel regulations.

Article 36: Rights and Responsibilities

Section 1: Purpose

The purpose of this article is to provide an understanding of the rights and responsibilities of the parties, in regard to the obligations imposed by 5 USC 71, the Master Agreement, and this Agreement.

Section 2: Electronic Notification of Changes in Conditions of Employment

- A. Notifications of changes in conditions of employment will be made in accordance with Article 47 of the Master Agreement, Article 32 of this Agreement, Mid-term Bargaining, and this Article.
- B. When Management officials elect to send notices electronically, these notices will be in the form of an attachment to a digitally signed email.
- C. Human Resources Management Service (ER/LR) and the Union will establish an email group for electronic notification purposes. Each member of the Union and Management notification email group will obtain and keep current PKI certificates.
- D. The Parties agree that at least one member of the notification group from each party will review emails daily during the work week and reply to all, acknowledging receipt. This reply will be digitally signed by the sender.

- E. If the party being notified acknowledges receipt verbally or by email, then the email notification is received on that date.
- F. Nothing in this section precludes notification by other means including fax, US mail or personal service.
- G. Union responses to notifications of changes in conditions of employment including requests for meetings and requests to bargain may also be electronically delivered.

Section 3: Other Notifications

Other notifications required by the Master Agreement or this Agreement may be provided to the Union and Management electronically as described above.

Article 37: Management Rights and Obligations

Section 1: Authority

The parties agree that Management has the authority in accordance with applicable laws and regulations, to:

- A. Determine the mission, budget, organization, number of employees, and internal security practices; and
- B. Hire, assign, direct, layoff and retain employees in positions within the VA; or
- C. Suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- D. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations will be conducted;
- E. Make selections for appointments from among properly ranked and certified candidates for promotions, or from any other appropriate source; and

- F. Take whatever actions may be necessary to carry out the mission of the VA during emergencies.

Section 2: Rights and Obligations

- A. It is Management's right to determine the numbers, types and grades of employees or positions assigned to any organizational sub-division, work project, or tour of duty along with the technology, methods, and means of performing work. However, Management may elect to negotiate with respect to these matters.
- B. The right to make reasonable rules and regulations is an acknowledged function of Management. In prescribing regulations relating to personnel policies and practices, and working conditions, Management will have due regard for the obligation to negotiate imposed by the Federal Service Labor-Management Relations Statute.
- C. Management has the obligation to negotiate with the Union on procedures and appropriate arrangements for employees adversely affected by the exercise of Management rights.

Article 38: Title 38 Proficiency

Section 1: Purpose

The purpose of this article is to provide guidelines for the use of proficiency evaluations for Title 38 employees. The purpose of an employee's proficiency evaluation is to provide a fair and equitable framework for honest feedback and open two-way communication between the employee and their supervisor.

Section 2: General

- A. This article is subject to the provisions of 38 USC 7422 and the policies and procedures outlined in VA Handbook 5005, Part II, and VA Handbook 5013, Part II.
- B. The Title 38 Proficiency Rating System is established by law and regulation and is the means by which the VA, on a yearly

basis, assesses the proficiency of Title 38 employees. The proficiency rating system shall be used to provide a basis for keeping employees informed of what is expected of them, the level of their performance in their assignments, to identify needs for training and development and to provide evidence of outstanding service.

- C. New employees shall be provided a copy of the Qualification Standards and/or Criteria (performance elements) upon which they will be evaluated.
- D. Upon request, Title 38 employees who are covered by the Proficiency Rating System will be provided access to VA Handbook 5013, Part II, and other relevant Proficiency Rating System information.
- E. Management will encourage employees to provide a written self-assessment/input to their rating official. Upon request, supervisors will work with employees to arrange up to two (2) hours of duty time for this task.
- F. Proficiency evaluations will be completed in a timely manner.

Article 39: Veterans Canteen Service

Section 1: General

It is agreed that Management/Veterans Canteen Services (VCS) will provide VCS employees with secure storage spaces for their personal belongings, and easily accessible computer terminals in the Canteen area.

Section 2: Training

- A. Management/VCS should provide VCS employees training necessary to complete the required computer-based training.
- B. Upon request, VCS employees will be trained on how to access and apply for vacancy announcements through USAJOBS.

Section 3: Canteen Prices

Management will notify the Union fourteen (14) calendar days prior to the implementation of price increases in the café(s), coffee shop and vending machines.

Article 40: Distribution

- A. A copy of this Local Supplemental Agreement shall be made available by Management electronically and/or in printed booklet form to all employees and management officials.
- B. Any modifications or amendments to this Local Supplemental Agreement shall be made available to all employees. When additional copies of the Local Supplemental Agreement are printed, any modifications or amendments shall be included in that printing.
- C. This Local Supplemental Agreement and VA/AFGE Master Agreement will be posted on the Bay Pines VAHCS SharePoint. Additional printed copies will be available upon request.

Article 41: Duration of Agreement

Section 1: Effective Date

This Agreement will become effective and will be implemented when it has been approved by the Department of Veterans Affairs and National VA Council including review pursuant to 5 USC 7114(c), and signed by the parties. The effective date of this Agreement is January 8, 2014.

Section 2: Duration of Agreement

- A. This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. It shall be automatically renewed for periods of three (3) years unless

either party gives notice of its intention to renegotiate this Agreement.

- B. This notification will occur in writing no less than sixty (60) calendar days and no more than ninety (90) calendar days prior to the expiration date.
- C. The Parties agree to begin negotiations on the ground rules for renegotiations within ninety (90) calendar days of receipt of notice of intention to renegotiate this Agreement.
- D. If renegotiation of this Agreement is in progress but not completed upon the expiration date, this Agreement will be automatically extended until a new agreement is negotiated.

Section 3: Reopener

- A. Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. If mutual consent is reached, such notice to renegotiate must include the revised proposals for the article(s) the party wishes to renegotiate. The parties will meet for the purpose of negotiating the amendments or modifications within thirty (30) calendar days of receipt of the proposals from the moving party.
- B. Arrangements for negotiating the reopener shall be in accordance with Article 32 of this Agreement, Mid-term Bargaining.

For the Department of Veterans Affairs:


Suzanne M. Klinker
Director, Bay Pines VA Healthcare System


Ronald L. Plemmons
Chief Negotiator


Nancy A. Maxwell, APRN, NEA-BC
Alternate Chief Negotiator


Robert C. Shogren
Member


Danielle M. Keen
Recorder

Date: January 8, 2014

For the American Federation of Government
Employees:


Tatishka J. Musgrove
Chief Negotiator


Clark Hazley, Sr.
Alternate Chief Negotiator


Nancy E. Jeardell
Member


Diane C. Williams
Member


Pamela A. Burrell-Tomlinson
Member


Sabrina J. Patrick
Member

American Federation of Government Employees, Local 548
727-398-6661, extension 10615

Human Resources Management Service (05)
727-398-6661, extension 4124