



DEPARTMENT OF VETERANS AFFAIRS  
ASSISTANT SECRETARY FOR HUMAN RESOURCES AND ADMINISTRATION  
WASHINGTON DC 20420

APR - 4 2013

Michael J. Swartz, FACHE  
Director  
VA Health Care Upstate New York  
76 Veterans Avenue  
Bath, NY 14810

Dear Mr. Swartz:

The new Collective Bargaining Agreement by and between AFGE Local 491, AFL-CIO and VA Health Care Upstate New York has been reviewed in accordance with 5 U.S.C. § 7114(c). The Agreement is in accordance with applicable law, rule and regulation. Congratulations! Your teams are to be commended for their hard work in negotiating this Agreement.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Rafael Torres", is written over the typed name.

Rafael A. Torres  
Acting Assistant Secretary for  
Human Resources and Administration

Enclosure

LOCAL SUPPLEMENT TO THE MASTER AGREEMENT BETWEEN THE VETERANS  
ADMINISTRATION AND THE AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES

VAMC, BATH, N.Y. and AFGE, LOCAL 491

ARTICLE I

DEFINITIONS:

1. Official Union Representative: An individual delegated by Local 491, AFGE to perform representational functions for the union with regard to matters within the scope of collective bargaining.
2. Union Officer: An elected union official of Local 491, AFGE, AFL-CIO.
3. Seniority, for purposes of this agreement and in accordance with the 2011 Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees, is based on a bargaining unit employee's service computation date.

ARTICLE II

OFFICIAL FACILITIES AND SERVICES:

1. A sign identifying AFGE Local 491 will be maintained outside the building in which the union office is located.
2. A parking space shall be designated for Local 491, AFGE. This space shall be near the Union's office location and shall have the Union's insignia placed on the parking sign.

ARTICLE III

OFFICIAL TIME:

1. Use of Official Time is outlined in Article 48 of the 2011 Master Agreement, Section 1.B.
2. The tour of duty of the President of Local 491 shall be scheduled for Monday through Friday of the workweek, between the hours of 8:00 a.m. to 4:30 p.m. as funded by the Bath VA Medical Center. It is recognized by both parties that the Bath VA Medical Center's primary focus is to care for hospitalized Veterans on a 24 hour, 7 day a week basis. To assure that valid operational needs are met, other officer's/steward's tours of duty will be

scheduled, as time permits, to meet the representational needs of bargaining unit employees. Official release time will not be denied unreasonably by managers/supervisors.

3. An additional bank of official hours will be granted which includes the calculation determined under Article 48, Section 10.A. (unless the base number of bargaining unit members increases), not to exceed 3120 hours per Fiscal Year.

4. Vacation time used annually by the local full-time President will be transferred into a "pool" for use by the other officers/stewards.

5. The official time utilized in representation at major facility committees/councils will not be counted against any allocated official time. Subject to change, major committees/councils include: Leadership Council; Local and VISN Partnership Councils; Resource Committee; Environment of Care Committee; Quality Improvement Council; Emergency Preparedness Committee; Strategic Planning Committee; Integrated Ethics Board; and Environment of Care Rounds.

6. Except in unusual circumstances, Union Officials/Stewards must receive permission from their immediate supervisor prior to leaving the worksite and must advise the supervisor of their destination, the estimated time of absence, and must check in with the supervisor upon return to duty. If the officer/steward wishes to meet with the aggrieved employee on duty time and/or at the worksite, prior clearance must be obtained from the employee's supervisor.

#### ARTICLE IV

##### PARTNERSHIP COUNCIL

1. The purpose of the Bath VAMC Partnership Council is to maintain a cooperative working relationship between Labor and Management through maximum pre-decisional involvement in order to achieve common goals.

2. The parties agree to meet no less than once per month, unless both parties mutually agree to change the frequency.

3. Agenda items will be exchanged at least five (5) workdays prior to the meeting.

4. The committee shall consist of five representatives from each party. Additional members consistent with the subject to be discussed may be in attendance.

5. Standing agenda items will include but not be limited to the following: follow-up actions related to the All Employee surveys; Employee Satisfaction; Employee Suggestions; and Employee Awards and Recognition.

#### ARTICLE V

##### UNFAIR LABOR PRACTICE CHARGES:

1. Prior to filing an unfair labor practice charge, the charging party will consult with the other party in an attempt to resolve the issue(s) in dispute. This consultation is not to be recognized as part of the grievance procedure.
2. The union representative(s) involved in consultation with management in such attempt to resolve the aforementioned matter up to three (3) union representatives, if needed, who are employees, will be on official time if otherwise in a duty status.
3. A memorandum of understanding may be utilized to finalize such resolution. However, if either party chooses to file an unfair labor practice charge in the absence of a resolution of any issue, either party may proceed in accordance with applicable laws and regulations.

#### ARTICLE VI

##### PRINTING AND PUBLISHING THE AGREEMENT:

1. The cost of printing this agreement and any supplements thereto shall be borne by the local management.
2. A written and electronic copy will be furnished by local management to the Local 491 President for distribution to each bargaining unit employee on the rolls.

#### ARTICLE VII


This Supplement supersedes all other previously negotiated Supplements between management at the Bath VA Medical Center and AFGE Local 491.

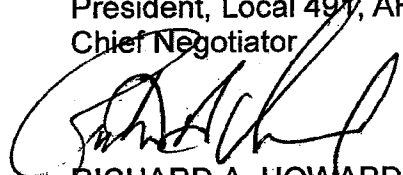
#### ARTICLE VIII

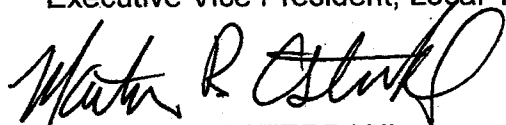
All other items identified for local negotiations in the 2011 Master Agreement were reviewed and determined not to require further negotiations at this time and if appropriate open for future negotiations/mid-term bargaining.

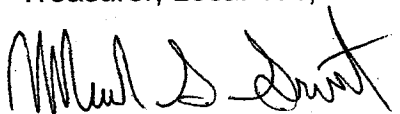
The parties entered into this agreement on January 14, 2013

For AFGE Local 491


  
BRIAN E. CLARK  
President, Local 491, AFGE  
Chief Negotiator

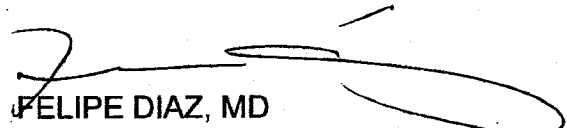
  
RICHARD A. HOWARD  
Executive Vice President, Local 491, AFGE


  
MARTIN R. OSTERDAHL  
Treasurer, Local 491, AFGE

  
MARK S. SWEET  
Chief Steward, Local 491, AFGE

For VAMC, Bath, New York

  
DAVID B. KRUEGER  
Associate Medical Center Director  
Chief Negotiator

  
FELIPE DIAZ, MD  
Chief of Staff

  
SHIRLEY A. PIKULA  
Associate Director, Patient/Nursing Svc.

  
SUSAN DESALVO  
Human Resource Manager