

AFGE Master Agreement Training Pre-Training Activity

1. Select the article you would reference to find the characteristics of a successful ADR program.
 - A. Article 3
 - B. Article 43
 - C. Article 6**

Correct Feedback: Good. The correct answer is C. Article 6 – Alternative Dispute Resolution. Section 5 describes the characteristics of successful ADR programs, facilitators and mediators.

Incorrect Feedback: No. That's close but not correct. The correct answer C. Article 6 – Alternative Dispute Resolution, Section 5 describes the characteristics of successful ADR programs, facilitators and mediators.

2. All investigations are covered by one of which two articles?
 - A. Article 22 and Article 50
 - B. Article 14 and Article 22**
 - C. Article 27 and Article 14

Correct Feedback: Good. The correct answer is B. Article 14 – Discipline and Adverse Action and Article 22 – Investigations cover all investigations. Article 14, Section 10 discusses investigations relating to disciplinary actions. Article 22 provides general guidelines for investigations.

Incorrect Feedback: No. The correct answer is B. Article 14 – Discipline and Adverse Action and Article 22 – Investigations cover all investigations. Article 14, Section 10 discusses investigations relating to disciplinary actions. Article 22 provides general guidelines for investigations.

3. The Department and the Union agree that a constructive and cooperative working relationship between labor and management is essential to:
 - A. Achieving the Department's mission
 - B. Ensuring a quality work environment for all employees
 - C. Establishing a shared responsibility for organizational success
 - D. All of the above**

Correct Feedback: Good. The correct answer is D, All of the above. These principles can be found in Section 2 of the Preamble to the Master Agreement.

Incorrect Feedback: No. The correct answer is D, All of the above. These principles can be found in Section 2 of the Preamble to the Master Agreement.

4. Under the contract, the Union has the right to:
 - A. Speak for and bargain on behalf of the employees it represents
 - B. Act for and negotiate agreements covering all employees in the bargaining unit
 - C. Represent the interests of all employees in the bargaining unit
 - D. All of the above**

Correct Feedback: Good. The correct answer is D, All of the above. This is explained in Article 1 – Recognition and Coverage which outlines union recognition, coverage, and rights.

Incorrect Feedback: No. The correct answer is D, All of the above. This is explained in Article 1 – Recognition and Coverage which outlines union recognition, coverage, and rights.

5. The Department will honor the Union’s rights as the exclusive representative regardless of any relationship between the Department and an affiliate body.
- A. **True**
 - B. False

Correct Feedback: The correct answer is True. This provision can be found in Article 42 - Affiliations, A.

Incorrect Feedback: No. The correct answer is True. This provision can be found in Article 42 - Affiliations, A.

6. The Department’s Equal Employment Opportunity (EEO) program is designed to promote the highest standards of personnel policy and practice in accordance with applicable law and government-wide regulations. Which of the following items is **not** included as part of the program?
- A. Provide reasonable job accommodation for qualified disabled employees
 - B. Commitment to the prevention of workplace harassment
 - C. **Procedures for the redesigning of jobs for former convicts who have taken part in the Prison Industry Augmentation Certification Program**
 - D. Make reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the Department.

Correct Feedback: The correct answer is C. The VA does not take part in any sort of former convict employment programs. The specific areas included in the EEO program are outlined in Article 18 – Equal Employment Opportunity, Section 2.

Incorrect Feedback: No. The correct answer is C. The VA does not take part in any sort of former convict employment programs. The specific areas included in the EEO program are outlined in Article 18 – Equal Employment Opportunity, Section 2.

7. The union has the authority to designate representatives at the facility level, intermediate levels, and the national level who will represent the interests of the Union and the employees in the development and implementation of the Safety and Health program.
- A. **True**
 - B. False

Correct Feedback: The correct answer is True. These rights are described in Article 29 – Safety, Health and Environment, Section 3 which provides detail on these representatives and procedures for their participation.

Incorrect Feedback: No. The correct answer is True. These rights are described in Article 29 – Safety, Health and Environment, Section 3 which provides detail on these representatives and procedures for their participation.

8. Which of the following items is **not** a responsibility of management when evaluating performance using silent monitoring?
- A. Notify the employee

B. Limit to 3 days for performance evaluation purposes

- C. Provide immediate feedback to the employee
- D. None of the above

Correct Feedback: The correct answer is B. According to Article 31 – Silent Monitoring, Section 1, silent monitoring is limited to one week for performance evaluation purposes.

Incorrect Feedback: No. The correct answer is B. According to Article 31– Silent Monitoring, Section 1, silent monitoring is limited to one week for performance evaluation purposes.

9. Which of these topics is not a subject for Local Bargaining?
- A. Staff Lounges
 - B. Uniforms
 - C. Parking
 - D. Classification Standards**

Correct Feedback: The correct answer is D. Article 32 – Staff Lounges, Article 38 – Uniforms, and Article 26 – Parking and Transportation all specifically state these are areas appropriate for local negotiations. By law, the union cannot negotiate over the classification of a position.

Incorrect Feedback: No. The correct answer is D. Article 32 – Staff Lounges, Article 38 – Uniforms, and Article 26 – Parking and Transportation all specifically state these are areas appropriate for local negotiations. By law, the union cannot negotiate over the classification of a position.

10. If the Department uses “hidden” camera surveillance during an investigation, the following shall apply if a disciplinary action is proposed against an employee represented by the Union:
- A. The Union will be given a copy of all relevant evidence collected
 - B. The Union will be provided a copy of the pertinent video tapes
 - C. The Union will be allowed to represent affected employees in any subsequent discussions or proceedings involving them.
 - D. All of the above**

Correct Feedback: The correct answer is D. All of these items must be adhered to when using hidden surveillance. The requirements are outlined in Article 50 - Surveillance, A-C.

Incorrect Feedback: No. The correct answer is D. All of these items must be adhered to when using hidden surveillance. The requirements are outlined in Article 50 - Surveillance, A-C.

11. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem. This situation pertains to:
- A. Telework
 - B. Fitness for Duty**
 - C. Overtime
 - D. Official Time

Correct Feedback: The correct answer is B. Fitness for Duty. This statement is from Article 19 – Fitness for Duty, Section 2.

Incorrect Feedback: No. The correct answer is B. Fitness for Duty. This statement is from Article 19 – Fitness for Duty, Section 2.

12. In which article would you expect to find the following statement: “The Department will have the right to require medical examinations only if they are job related and consistent with business necessity.”
- A. Article 10 Competence
 - B. Article 15 Employee Assistance
 - C. Article 19 Fitness for Duty**
 - D. Article 30 Occupational Health

Correct Feedback: The correct answer is C. Article 19 - Fitness for Duty. This is new language which has been added to Section 1.

Incorrect Feedback: No. The correct answer is C. Article 19 - Fitness for Duty. This is new language which has been added to Section 1.

13. The Department may offer a medical examination when an individual has made a request for medical reasons for a change in duty status, assignment, working conditions, or any other benefit or special treatment.
- A. True**
 - B. False

Correct Feedback: The correct answer is True. This can be found in Article 19 - Fitness for Duty, Section 3B. Paragraph C goes on to state that all medical examinations ordered or offered pursuant to Paragraphs 3A and 3B shall be at no cost to the employee and performed on duty time at no charge to leave.

Incorrect Feedback: No. The correct answer is True. This can be found in Article 19 - Fitness for Duty, Section 3B. Paragraph C goes on to state that all medical examinations ordered or offered pursuant to Paragraphs 3A and 3B shall be at no cost to the employee and performed on duty time at no charge to leave.

14. I am a new supervisor. I need to competitively fill a bargaining unit position. Which article and section should I read to make sure I understand what to do?
- A. Article 21 - Hours of Work and Compensation, Section 4
 - B. Article 23 - Merit Promotion, Section 8**
 - C. Article 35 - Time and Leave, Section 10
 - D. Article 36 - Timely and Proper Compensation, Section 1

Correct Feedback: The correct answer is B. Article 23 - Merit Promotion, Section 8.

Incorrect Feedback: No. The correct answer is B. Article 23 - Merit Promotion, Section 8.

15. The parties believe that the performance appraisal process, constructively used, is one of the most effective methods for optimizing the effectiveness of the Department’s workforce.
- A. True**
 - B. False

Correct Feedback: The correct answer is True. This can be found in Article 27 – Performance Appraisal, Section 1E. Article 27 provides guidance on the performance appraisal process, policy and procedures.

Incorrect Feedback: No. The correct answer is True. This can be found in Article 27 – Performance Appraisal, Section 1E. Article 27 provides guidance on the performance appraisal process, policy and procedures.

16. The goal of the PIP is to return the employee to successful performance as soon as possible.
- A. **True**
 - B. False

Correct Feedback: The correct answer is True. This is stated in Article 27 – Performance Appraisal, Section 10D.

Incorrect Feedback: No. The correct answer is True. This is stated in Article 27 – Performance Appraisal, Section 10D.

17. According to Article 23 – Merit Promotion, at the time the employee reaches their earliest date of promotion eligibility, the Department will decide whether or not to promote the employee. True or False?
- A. **True**
 - B. False

Correct Feedback: The correct answer is True. This can be found in Article 23, Section 4 which discusses career ladder advancement.

Incorrect Feedback: No. The correct answer is True. This can be found in Article 23, Section 4 which discusses career ladder advancement.

18. Read Section 8 in Article 26 – Parking and Transportation. Then select which item below does **not** apply.
- A. Transit subsidies do not apply to all facilities.
 - B. To receive a transit subsidy you must use public transportation.
 - C. **You can use transit subsidies to pay for your commuting costs.**

Correct Feedback: Good. C is the item that does not apply. Transit subsidies may be used to pay only for public transportation costs. If you drive in and park, you may not use a transit subsidy to pay for parking.

Incorrect Feedback: No. C is the item that does not apply. Transit subsidies may be used to pay only for public transportation costs. If you drive in and park, you may not use a transit subsidy to pay for parking.



Open Book Research Activity

In this activity, please use your copy of the Master Agreement to select the best response to the questions for each article. Complete the questions individually. Your instructor will review the correct answers with the entire group.

Article 17 – Employee Rights

Rights to Union Membership

1. A bargaining unit employee's grade level, compensation, title, or duties is used to determine the employee's right to serve as a Union official, to represent the bargaining unit or to participate in any Union activities. T/F

Rights to Union Representation

2. What two things will each new employee get at their initial orientation?
 - A. Weingarten Rights and the Master Agreement
 - B. Master Agreement and Benefits Packet
 - C. Weingarten Rights and Benefits Packet

Use of Recording Devices

3. While conversations may be recorded, it is prohibited for those recordings to be transcribed. (T/F)

Access to Documentation

4. Under this article, employees have the right to:
 - A. Be made aware of information maintained under their name/SSN
 - B. Receive copies of documents maintained in electronic records
 - C. Receive a list of systems of records in which information is maintained
 - D. All of the above

Employee Right to Privacy

5. The Department has the right to search personal property under certain conditions:
 - A. If it has reasonable grounds for suspecting the employee is engaged in work-related misconduct
 - B. If the search is necessary for a non-investigative work-related purpose
 - C. At the discretion of the manager of the unit
 - D. A & B
 - E. All of the above
6. Personal papers and effects stored in Department areas are subject to warrantless search or seizure if the Department has reasonable grounds for suspecting the employee is engaged in work-related misconduct or the search is necessary for a non-investigative work-related purpose. (T/F)
7. The employee's person and personal items (pockets, purses, backpacks, etc.) can be searched only if there is reasonable suspicion that criminal activity is involved. (T/F)

Improper Orders

8. The employee does or does not have a right to question improper, conflicting, or unlawful orders.

Counseling

9. In situations when counseling is involved, oral counseling must be private so no representation is allowed. (T/F)
10. For written counseling, how many copies of written statements are provided to the employee?

Article 18 – Equal Employment Opportunity

Management – Responsibilities

11. Management should render decisions on reasonable accommodations requests within ___ days.
12. The Department is /is not required to provide the employee's accommodation of choice.

Article 24 – Official Records

13. Which of the following are true in relation to official employee records?
- A. All personnel records are confidential
 - B. Known or viewed by officials only on a legitimate need to know basis
 - C. Must be retained in a secure location
 - D. Employees shall be advised of the nature and purpose of their eOPF and its location
 - E. All of the above
14. Employees and/or their representative(s) designated in writing have:
- A. The right to examine personally identified records
 - B. Access to the employee's personal medical records maintained by the Department in most circumstances
 - C. The right to prepare and enter a concise statement of disagreement
 - D. The right to receive records within three working days of the request
 - E. All of the above

Article 25 – Official Travel

14. Official travel is "Hours of Work" if officially authorized:
- A. Within the days/hours of the employee's regularly scheduled workweek or regularly scheduled OT
 - B. Outside those hours if it:
 - Involves the performance of work while traveling or is incidental to it
 - Is carried out under arduous/ unusual conditions
 - Results from an event that could not be scheduled or controlled
 - C. A only
 - D. A and B
15. When an employee performs official travel outside his/her normal working hours that does not constitute hours of work then the employee will be allowed to accrue compensatory time off for travel. (T/F)



Article 19: Fitness for Duty

Section 1 - Scope

The Department may:

- Direct a Title 5 or Hybrid employee to undergo a fitness for duty examination only under certain conditions
- Require medical examinations only if they are job related and with business necessity

Section 2 - Prerequisite Conditions

- When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence

Section 3 - Medical Determination

The Department may:

- Require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on the job injury to report for medical evaluation when the Department has identified an assignment or position
- Offer a medical examination when an individual has made a request for medical reasons

Section 4 – Procedures

- In all discussions with any Department official, the employee shall be entitled to local union representation
- The employee will be apprised of his/her rights and, where supported by appropriate medical evidence, given the opportunity for suitable interim adjustments in his/her work
- The Department will ordinarily offer the employee a reassignment to a position under certain conditions
- When it is determined through medical evidence that the employee is totally disabled for service in their current position, and reasonable accommodation for another position cannot be made, the Department will so advise the employee and provide appropriate counseling

Section 5 - Counseling

- When a disabled employee meets existing disability retirement requirements, the Department will counsel him/her concerning disability retirement
- In the event that the employee is unable to file on his/her own behalf, the Department may initiate, with notice to the employee, an application for the employee in accordance with applicable laws and regulations
- The Department shall provide the employee proper notice, and shall permit the employee 30 days in which to respond in writing
- If the medical evidence and performance records establish that the employee retains the capacity to perform satisfactorily in a vacant lower graded position which the Department seeks to fill within the employee's commuting area, the employee will be informed of his/her option to request such a demotion

Section 6 - Confidentiality of Records

- All records pertaining to the employee's examination and any subsequent personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or specifically authorized by the employee
- There will be a written statement to the employee of the disclosure



Bingo Questions

- 1. Something the Union should do:
 - Negotiate on behalf of employees Article 1, Section 2
- 2. What type of meeting requires notice of the right to Union representation?
 - Investigatory Article 17, Section 10
- 3. Mark the number that represents the duration of the Master Agreement, in years?
 - 3 Duration of Agreement, Section 2
- 4. Place a mark over an employee who would not be considered a bargaining unit employee.
 - Management Official (Even)
 - Confidential Employee (Odd)
- 5. Mark an example of a key point of the shared values statements?
 - Improve service to Veterans (Even)
 - Ensure a quality work environment for employees (Odd) Preamble to the Master Agreement
- 6. There are two reasons why an Employee's personal property can be searched by the Department, name one.
 - Reasonable grounds for suspicion of work-related misconduct (Even)
 - Non-investigative work-related purposes (Odd) Article 17, Section 9
- 7. Fill in the blank: Requests for AWS/CWS will be decided on a _____ basis.
 - Case-by-case Article 21, Section 2A
- 8. A _____ is a contract reached as a result of an interest-based approach to negotiations.
 - CBA
- 9. The Collective Bargaining Agreement is designed to be the common framework within which both parties can be _____.
 - Successful
- 10. In what article can I find material on compensatory time off?
 - Official Travel Article 24



Bingo Questions

- 11. Employees shall not be scheduled to work more than two work shifts within __ consecutive days unless agreed upon by local parties.
 - 14 Article 21, Section 3
- 12. In reference to general overtime provisions, an employee can request not to work more than __ hours of overtime.
 - 4 Article 21, Section 4
- 13. Employees who earn compensatory time instead of overtime can use it within ___ pay periods or be paid the overtime.
 - 26 Article 21, Section 4
- 14. In which Article can you find details on Tours of Duty?
 - Hours of Work and Overtime Article 21, Section 3
- 15. An employee can request annual leave but is never fully guaranteed of receiving it. The Department will do everything possible to grant the leave but could not grant it if necessary to meet _____.
 - Valid Operational Need Article 35, Section 2
- 16. Rest and Relaxation leave only applies to __ employees.
 - Title 38 Article 35, Section 20
- 17. Name one of the programs management may utilize to assist employee with child care arrangements.
 - Part-time employment (Even)
 - Job sharing (Odd) Article 8, Section 4
- 18. In regards to corrective actions, the Department agrees to hold in abeyance a proposed corrective action so long as the employee meets three conditions. Mark one that you have on your sheet:
 - Participation in EAP Article 15, Section 5
- 19. Bargaining Unit employees are entitled to two _____ breaks.
 - 15 minute Article 21, Section 1
- 20. Eligible employees may request _____ time off in lieu of premium pay for overtime work.
 - Compensatory Article 21, Section 4



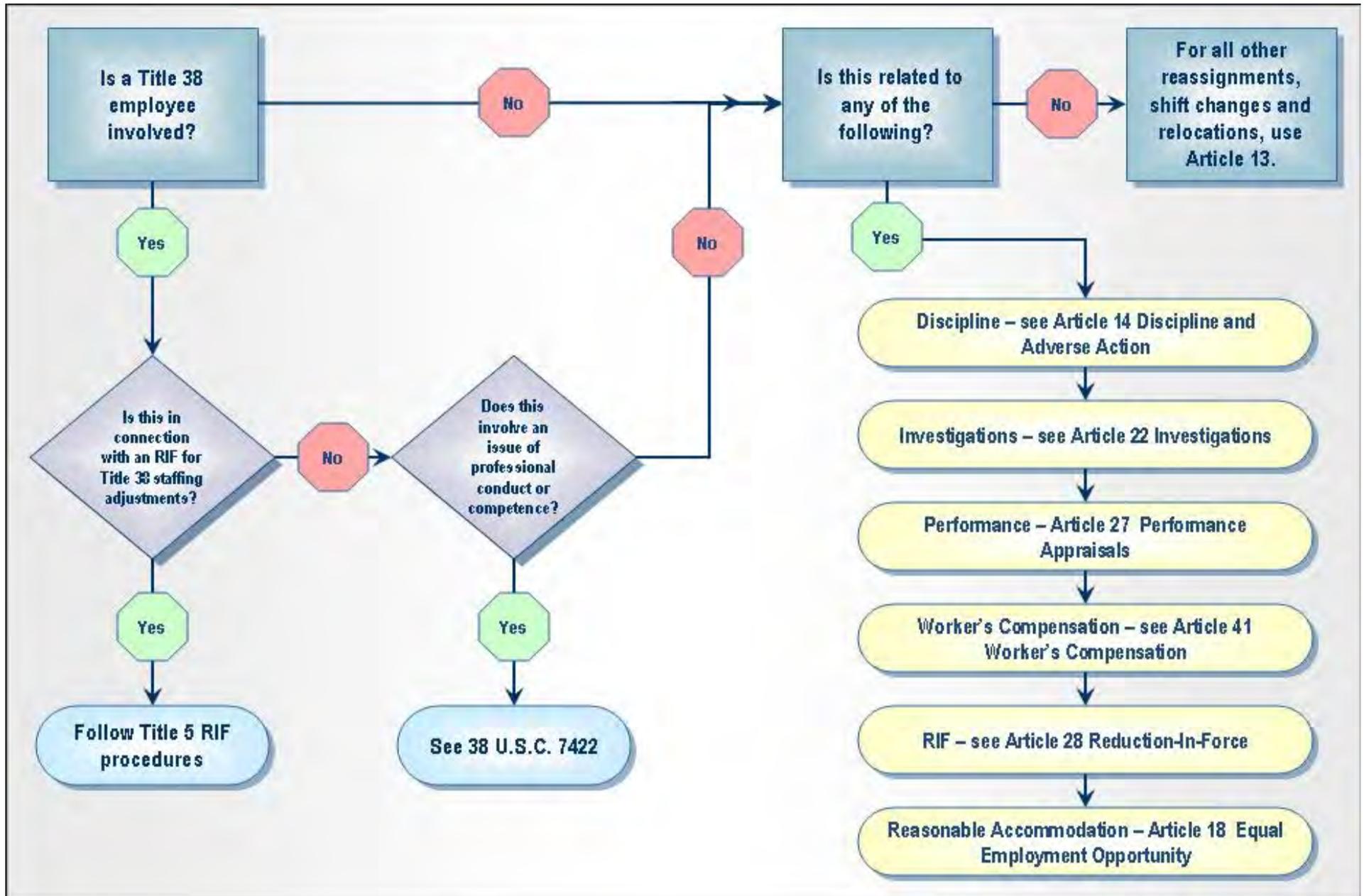
Bingo Questions

- 21. Finish the sentence: The Department will annually provide employees with a list of systems of records in which information is maintained and retrieved by employee name, social security number or other personal _____.
 - Identifier Article 17, Section 6
- 22. Who should employees consult for guidance on applicable laws, regulations, and precedents if issues arise that are not covered on the Master Agreement and there is not an HR consultant available?
 - DOL Article 41, Section 1
- 23. When requesting transitional (light) duties, what must employees provide management with?
 - Medical Documentation Article 41, Section 6
- 24. What is the number of the article that specifically discusses the Employee Assistance Program?
 - 15 Article 15
- 25. On duty employees can use the electronic time and attendance system or _____ to request leave.
 - SF-71 Article 35, Section 1 H
- 26. _____ problems can include physical, emotional, financial, marital, family, legal or vocational issues.
 - Biopsychosocial Article 15 Section 1
- 27. In what article can you find information on VA laws and regulations?
 - 2 Article 2
- 28. Productivity is enhance by high employee _____.
 - Morale Article 17, Section 1 F
- 29. In what article can you find information on the use of recording devices?
 - 17 Article 17, Section 4
- 30. The Department will allow the _____ number of employees to use leave in accordance with coverage requirement.
 - Maximum Article 35, Section 2 L



Bingo Questions

- 31. A search or seizure of such items without a warrant may be justified if the Department has reasonable grounds for suspecting that the search will produce evidence that the employee is guilty of work-related _____.
 - Misconduct Article 17, Section 9
- 32. If an employee has insufficient sick leave accrued, they can request _____.
 - LWOP Article 35, Section 4
- 33. _____ employees are generally not excused during emergency situations.
 - Critical Service Article 35, Section 11 D
- 34. Employees returning from _____ will be granted 5 days excused absence for every deployment.
 - Active Duty Article 35, Section 13 H
- 35. _____ employees who are members of the National Guard or Armed Forces Reserves are entitled to 15 calendar days of regular military leave in a fiscal year for active duty or active duty for training.
 - Permanent Article 35, Section 13 B
- 36. What article can I find material related to Supervisory Notes?
 - Official Records Article 24, Section 4
- 37. If a child-care site is to be established, there must be a Local Child Care _____.
 - Committee Article 8, Section 3
- 38. Early intervention may be helpful in returning the employee to full productivity, therefore, employees are encouraged to voluntarily participate in the _____ program.
 - Employee Assistance Article 15
- 39. The primary intent of the _____ program is to support the mission of the Department in an alternative work setting.
 - Telework Article 20, Section 1
- 40. Short term or Temporary telework is typically no more than three to ___ months.
 - 6 Article 20, Section 2 F



Manager's Reassignment Checklist

Use this as a checklist for processing employee reassignment requests in accordance with Article 13:

- Does the reassignment need to be made on a competitive basis?
- Does the reassignment request meet all the requirements of this agreement?
 - Is there a valid vacant position?
 - Does the employee meet all the position's requirements?
 - Is the employee performing at an acceptable level?
- What is this a reassignment for? Consider reassignments in this order:
 - 1) Within the work area
 - 2) Within the building and/or service
 - 3) Within the duty station



Crossword

A crossword puzzle grid with 24 numbered starting points. The grid is composed of white squares for letters and black squares for empty space. The numbers are as follows:

- 1: Down, top right
- 2: Down, top left
- 3: Across, top middle
- 4: Across, middle left
- 5: Across, middle right
- 6: Across, middle right
- 7: Across, middle left
- 8: Down, middle right
- 9: Down, middle right
- 10: Across, middle left
- 11: Across, middle left
- 12: Across, middle right
- 13: Across, middle right
- 14: Across, middle left
- 15: Down, middle right
- 16: Down, middle right (starts with 's')
- 17: Down, middle left
- 18: Across, middle left
- 19: Down, middle right
- 20: Down, middle left
- 21: Across, middle left
- 22: Across, middle right
- 23: Across, middle left
- 24: Across, middle left

The word 'substantive' is partially filled in the grid, starting at 16 and ending at 22.



Word Bank

Welcome to VA/AFGE Crossword!

- The word list below contains all of the words that appear in the puzzle. Some of the words below will not be used and some words may be used more than once.
- When placing words into the crossword, keep in mind that:
 - No spaces or characters should be used. (i.e. duty time = dutytime)
 - Numbers should be spelled out.

-
- | | | | |
|---------------------|----------------|---------------------------|---------------|
| • Two | • Detail | • Telework | • Position |
| • Silent Monitoring | • Ergonomic | • Eight | • Grievance |
| • Weingarten | • Duty Time | • Four | • Monthly |
| • Six | • Compensatory | • Operational | • Supervisor |
| • Ladder | • Departments | • Joint | • Three |
| • Upward | • Three | • Contract interpretation | • Substantive |
| • Reassignment | | • Union | |



Across

3 – What type of time is spent performing duties within an employee's Position Description?

4 – To whom does the employee have the right to report all unhealthy/unsafe working conditions?

5 – _____ must not be used as an alternative to or in lieu of dependent/child care.

7 – _____ rights guarantee an employee the right to union representation during an investigatory interview.

10 – As found in Article 29, the Department acknowledges that there are certain _____ and environmental factors that contribute to health and comfort of VDT users.

12 – In terms of separation and under normal circumstances, how many weeks notice is given to temporary employees?

13 – In reference to exposure to radiation, how often are employees to be alerted of current and accumulated exposure levels?

14 – Supervisors shall not force an employee to take _____ time in lieu of overtime pay.

16 – After how many months can an employee can request an admonishment or reprimand be removed from their file?

18 – The VA/AFGE Master Agreement is not a union contract or a management contract, it is a _____ contract.

21 – _____ is affected by the history of negotiations.

22 – The change of an employee from one position to another while serving continuously within the Department, without promotion or demotion.

23 – Management has the right to assign work which may have an impact on the classification of a position. If this occurs on a regular basis, the _____ description must be revised to accurately reflect the job duties.

24 – This is the assignment of an employee to a different position for a specified period of time, with the employee returning to their regular duties.



Down

1 – Career _____ positions will be developed through joint labor-management involvement to provide opportunities for both lateral and vertical movement within the VA.

2 – Employees receiving emergency payments due to failure in processing a full time salary payment on time, will typically receive them within ___ days.

3 – The _____ has to designate a telephone number where the supervisor or designee should receive sick leave notifications.

6 – Supervisors or managers shall grant up to 1 hour of excused absence for each counseling session, up to a maximum of ___ total hours, during the assessment/referral phase of rehabilitation.

8 – If management determines that a position should be filled through _____ mobility, the position will be specifically described and announced as such. It will be filled at a grade level which is lower the target level and will permit the consideration of employee potential as a factor in evaluating candidates.

9 – Management will normally use _____ of public telephone conversations to ensure the accuracy and completeness of information to the public as well as to determine training requirements.

11 – What is the term used to describe the grade level and occupational series a position holds? (i.e. GS-12 – Series 905)

15 – From the Preamble, “The Department and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the _____ mission and ensuring a quality work environment for all employees.”

16 – _____ negotiations deals with the most important and central aspects of a subject. Typically done to negotiate decisions vs. procedures.

17 – When an employee makes a request for an alternative work schedule, supervisors must consider _____ needs.

19 – An employee who believes management has not acted appropriately on their request can file a _____ under the negotiated procedures.

20 – How many times throughout the year is an employee notified of the maximum amount of annual leave that can be carried over by employees in each leave category?



Master Key

Crossword puzzle grid with the following words filled in:

- THREE
- DUTY TIME
- SUPERVISOR
- WEINGARTEN
- TELEWORK
- ERGONOMIC
- TWO
- COMPENSATORY
- MONTHLY
- JOINT
- SIX
- CONTRACT INTERPRETATION
- REASSIGNMENT
- POSITION
- DETAILS
- DEP
- AS
- GR
- NT
- SE
- NC
- ING



Answer Key

Across

- 3 – Duty Time
- 4 – Supervisor
- 5 – Telework
- 7 – Weingarten
- 10 – Ergonomic
- 12 – Two
- 13 – Monthly
- 14 – Compensatory
- 16 – Six
- 18 – Joint
- 21 – Contract Interpretation
- 22 – Reassignment
- 23 – Position
- 24 – Detail

Down

- 1 – Ladder
- 2 – Three
- 3 – Departments
- 6 – Eight
- 8 – Upward
- 9 – Silent Monitoring
- 11 – Classification
- 15 – Department
- 16 – Substantive
- 17 – Operational
- 19 – Grievance
- 20 – Four



Partner Review Activity

Discipline, Investigations and Monitoring

Please work in pairs or groups to orally review the content from this lesson. Take turns asking each other questions from the materials. Help each other to locate the answers when there is uncertainty.

Discipline and Adverse Action (VBA/VHA)

- Under what standards and conditions will disciplinary actions be taken?
- What is Progressive Discipline?

Investigations

- What two articles cover Investigations?
- What are the guidelines for employee representation when a formal investigation is taking place?
- Which article outlines the Weingarten Rights?

Silent Monitoring

- What is the purpose of silent monitoring under the Master Agreement?
- What is the purpose of the Labor-Management Task Force as it relates to silent monitoring?

Surveillance

- Which article covers Surveillance?
- What are the provisions for Union rights when hidden or covert cameras are used in an investigation where disciplinary action is being considered?

**Memorandum of Clarification
Between the Department of Veterans Affairs and AFGE NVAC #53
On Article 49 Section 4 Notification of Changes in Conditions of Employment**

The National Veterans Affairs Council AFGE and the Department of Veterans Affairs agree to the following clarification of Article 49 Section 4:

1. The parties understand that for the purposes of Article 49 Section 4, electronic means of notice includes email or fax. If any other electronic means of communication is to be used by the Department, the parties will negotiate over its use prior to implementation.
2. Fax transmissions will be treated the same as U.S. mail.
3. Each party who is responsible for receiving email notice shall notify the other party of their unavailability and the person to whom email notice should then be sent. The local parties will work out their approach to unavailability for email notice consistent with this agreement.
4. It is understood by the parties that if email notification is sent to the designated union representative, that union representative is entitled to open that email at any location, including their worksite.
5. If the Department or the Union uses email to provide notice of changes in working conditions, the Department and the Union will use e-signature.
6. If emails are used for notification under this article, there is a presumption that it's been received 5 work days after it has been sent with e-signature.
7. Email certification/usage for notification will only begin once the Union has either successfully completed training as described in Article 49 or has been offered and declined the training. The parties will mutually agree upon dates for training. If the parties are unable to mutually agree on dates for training, the Department will provide five dates for training during duty hours and the Union must choose one of those dates or it is deemed as declined. If the Department sets the dates for training, the Department will consider Union availability. Union officials will be on official time during the training. This time will not be charged to any allocation of official time.
8. The parties agree that Electronic Signature as used in Section 4 does not include "upon receipt" at this time because the Department does not have the capability for the recipient to sign by e-signature. If the capability is developed, the parties will negotiate over its use.
9. The parties agree that for these provisions with respect to the use of email to work effectively, the Union must have the equipment to send/receive email.

Chief Negotiator for Union

Date:

Chief Negotiator for the Department Date:

Alma Lee

Leslie Wiggins

Match Them Up

Match each statement with the correct article from this lesson:

- Article 6- Alternative Dispute Resolution
- Article 43- Grievance
- Article 46- Local Supplement
- Article 47- Mid-Term Bargaining

•Step 1 of the process outlined in this article says that the immediate supervisor must meet with the employee and provide a written response within 14 calendar days.
•For purposes of an EEO action, the time limit for filing an action under this article will be extended by 30 days, beginning with the employee's receipt of a notice of the Right to File a Formal Discrimination Complaint.



•Appropriate local bargaining can occur if it does not conflict with negotiated national policy and agreements.
•"Proposed changes affecting the interests of one local union shall require notice to the President of that local. Proposed changes affecting the interests of two or more local unions within a facility require notice to a party designated by the NVAC President with a copy to the affected local unions."



•The process defined by this article requires the agreement of both parties of a dispute to use the services of a neutral party to assist them in reaching agreement and avoiding litigation.
•This process is designed in cooperation with the local union. Employees are educated on the program and parties use the process at the earliest stage possible.



•These agreements may cover any non conflicting negotiable matter.
•These agreements will be submitted for review to national parties, and parties will review separately within 30 calendar days.



Match Them Up Answer Key

Match each statement with the correct article from this lesson:

- Article 6- Alternative Dispute Resolution
- Article 43- Grievance
- Article 46- Local Supplement
- Article 47- Mid-Term Bargaining

• Step 1 of the process outlined in this article says that the immediate supervisor must meet with the employee and provide a written response within 14 calendar days.
• For purposes of an EEO action, the time limit for filing an action under this article will be extended by 30 days, beginning with the employee's receipt of a notice of the Right to File a Formal Discrimination Complaint.

Article 43 - Grievances

• Appropriate local bargaining can occur if it does not conflict with negotiated national policy and agreements.
• "Proposed changes affecting the interests of one local union shall require notice to the President of that local. Proposed changes affecting the interests of two or more local unions within a facility require notice to a party designated by the NVAC President with a copy to the affected local unions."

Article 47 - Mid-Term Bargaining

• The process defined by this article requires the agreement of both parties of a dispute to use the services of a neutral party to assist them in reaching agreement and avoiding litigation.
• This process is designed in cooperation with the local union. Employees are educated on the program and parties use the process at the earliest stage possible.

Article 6 - Alternative Dispute Resolution

• These agreements may cover any non conflicting negotiable matter.
• These agreements will be submitted for review to national parties, and parties will review separately within 30 calendar days.

Article 46 - Local Supplements

Group Discussion Scenario 1

Jim is an employee in Primary Care. He has worked at the facility for 20 years as a Clerk, the last 12 years at the Cardiology Clinic. On November 29, 2009, his supervisor asks him to come in the office "to talk about something." As the conversation continues it becomes obvious to Jim that he is being questioned about the possible theft of some office equipment from his area. Jim gets more uncomfortable with the questioning but continues the conversation.

On December 7, Jim is called in to his supervisor's office. He is given a proposal to suspend him for one day for the theft of a pair of scissors. He is instructed he has 14 days to provide a response to the proposed charges.

On December 20, he meets with the supervisor and gives an oral response to the charges, emphatically denying he took the scissors or knows who did.

On December 28, the supervisor issues a final decision to uphold the suspension, to be completed on January 6.

Jim meets with his steward on January 5 with the letter in hand; this is the first time the union has seen or heard anything about this issue.

Questions to be answered:

1. Have there been any violations of Statute or the Master Agreement? _____
 - A. If so, what Regulation, and/or Article? (Article number, section, and paragraph)

 - B. If there has been a violation, what is it?

2. What are some actions that Jim could have taken during the meeting on December 7?

3. How would you handle it differently?

Group Discussion Scenario 2

Matthew has been detailed to a position in a higher grade for 10 consecutive days. He has not received a pay increase. This is the second time that he has been placed on this detail. The first time was two weeks ago for nine days.

After meeting with his supervisor to no avail, on February 1 Matthew filed a grievance for a pay increase. He also charges that his supervisor is intentionally circumventing paying him an increase by ending the detail at nine days the first time, and then bringing him back two weeks later.

On February 15, management meets with Matthew to discuss the matter. On February 16, management offers mediation. At first, Matthew does not want mediation. Finally he agrees to mediation, and a mediation session is held on March 10. On March 12, a decision still could not be reached.

Questions to be answered:

1. If management wants to use Alternative Dispute Resolution (ADR) can the employee decline?
2. In reference to this matter, what are the Master Agreement guidelines pertaining to details to positions in higher grades?
3. Where did you find this information? (Please provide the article number, section, and paragraph.)

Group Discussion Scenario 1

Jim is an employee in Primary Care. He has worked at the facility for 20 years as a Clerk, the last 12 years at the Cardiology Clinic. On November 29, 2009, his supervisor asks him to come in the office "to talk about something." As the conversation continues it becomes obvious to Jim that he is being questioned about the possible theft of some office equipment from his area. Jim gets more uncomfortable with the questioning but continues the conversation.

On December 7, Jim is called in to his supervisor's office. He is given a proposal to suspend him for one day for the theft of a pair of scissors. He is instructed he has 14 days to provide a response to the proposed charges.

On December 20, he meets with the supervisor and gives an oral response to the charges, emphatically denying he took the scissors or knows who did.

On December 28, the supervisor issues a final decision to uphold the suspension, to be completed on January 6.

Jim meets with his steward on January 5 with the letter in hand; this is the first time the union has seen or heard anything about this issue.

Questions to be answered:

1. Have there been any violations of Statute or the Master Agreement? _____
 - A. If so, what Regulation, and/or Article? (Article number, section, and paragraph) **Target Answer:** No, there have been no violations of Statute; however, there may have been violations of the Master Agreement. We would need to know if the supervisor was contemplating taking action against the employee at the outset of the meeting.
 - B. If there has been a violation, what is it? **Target Answer:** The manager needed to inform the union of the proposed suspension.
2. What are some actions that Jim could have taken during the meeting on December 7? **Target Answer:** He could have asked for clarification regarding the purpose of the meeting. If he had reason to fear discipline, he could have requested union representation.
3. How would you handle it differently? **Target Answer:** When conducting an investigation, it is sometimes better to offer union representation to all employees you're going to interview regardless of whether or not you are contemplating discipline against them.

Group Discussion Scenario 2

Matthew has been detailed to a position in a higher grade for 10 consecutive days. He has not received a pay increase. This is the second time that he has been placed on this detail. The first time was two weeks ago for nine days.

After meeting with his supervisor to no avail, on February 1 Matthew filed a grievance for a pay increase. He also charges that his supervisor is intentionally circumventing paying him an increase by ending the detail at nine days the first time, and then bringing him back two weeks later.

On February 15, management meets with Matthew to discuss the matter. On February 16, management offers mediation. At first, Matthew does not want mediation. Finally he agrees to mediation, and a mediation session is held on March 10. On March 12, a decision still could not be reached.

Questions to be answered:

1. If management wants to use Alternative Dispute Resolution (ADR) can the employee decline? **Target Answer:** Yes. According to Article 6, Section 2B, participation in the ADR process must be voluntary.
2. In reference to this matter, what are the Master Agreement guidelines pertaining to details to positions in higher grades? **Target Answer:** Employees detailed to a higher graded position for a period of more than 10 consecutive work days must be temporarily promoted. The 10 consecutive work day provision will not be circumvented by rotating employees into a higher-grade position for less than 10 days solely to avoid the higher rate of pay.
3. Where did you find this information? (Please provide the article number, section, and paragraph.) Article 12, Section 2A.

2011 VA/AFGE Master Agreement Joint Committees, Work Groups and Panels

The matrix below references each article and section in the Master Agreement where there is mention of joint committees and work groups.

The description contained in this listing is not a replacement for the language of the Master Agreement nor does it create any greater rights or responsibilities than are provided under the Master Agreement. It is intended to provide a short description of joint committees, work groups and panels for the use of management and AFGE in carrying out the provisions of the Master Agreement. The inadvertent omission on this listing of any joint committees, work groups, and panels is not intended to preclude for such joint committees, work groups and panels if provided for in the Master Agreement.

Location		Description
Article	Section	
4	5.A	<p>National Training and Education Committee</p> <p>The national parties have jointly established a National Training and Education Committee (NTEC) that will advise the Assistant Secretary for Human Resources and Administration (HRA) on joint labor-management training and education needs and will plan the development of agreed upon national labor relations training programs. The NTEC will recommend priorities and curricula for joint labor relations training and education to be accomplished in the Department with a national focus.</p>
5		<p>Joint Labor-Management Relations Committee</p> <p>There shall be a joint Labor-Management Relations Committee which shall meet twice a year in Washington, normally approximately six months apart, for up to a maximum of three days.</p>
7	3.IV	<p>National Quality Council (NQC/work group)</p> <p>The union may, at their discretion, select a number of employees equal to management's selections to serve on the Councils/work groups. There must be present at least one person from both management and union. In the event multiple unions participate in the program, the number of union members on a council shall not exceed that of management and AFGE shall determine the union membership mix.</p> <p>The NQC/work group shall include up to 4 representatives on the National Quality Council, each with an equal voice. The NVAC President will make the selection of NVAC employees to sit on the NQC/work group. Management will have equal membership to Union membership.</p>
7	VI	<p>Regional/Area Quality Councils</p> <p>Regional/Area Councils may be established at management's discretion. If such councils are established they shall comply with the guidelines for facility councils and/or national councils as appropriate.</p>

Location		Description
Article	Section	
7	VII	<p>Facility Quality Council</p> <p>Where practicable, based upon the size of the activity, each activity will establish a Facility Quality Council (FQC/work group) or work group.</p>
8	3.A	<p>Local Child Care Committee</p> <p>When a site for a VA Child Care Center is selected, the parties will establish a local Committee comprised of one Department representative, one local union representative, parents, and other parties as appropriate. The Department will have subject matter experts available to meet with the Committee on an as-needed basis. The Committee will guide development of the local child care program, including development of marketing strategies, operating procedures, and admission priorities.</p>
8	3.C	<p>Local Child Care Board of Directors</p> <p>Once the Center becomes operational, the Committee will be replaced by a Board of Directors which the Committee will assist in establishing. The local union will designate one representative to serve on the Board of Directors.</p>
16		<p>Award Panels</p> <p>Each facility will establish award panels consisting of management and bargaining unit employees. The composition and membership of each panel will be decided jointly by the local union and the Department. The local union will designate the bargaining unit panel members. Panel decisions will be made by consensus and will then be forwarded to the Director of the facility. Award panels will be formed at the beginning of assessment period.</p>
18	7.A	<p>Department of Veterans Affairs Diversity Council (VADC)</p> <p>The Union can appoint two representatives to serve on the Department of Veterans Affairs Diversity Council (VADC).</p>
18	7.B-D	<p>Local EEO Committees (e.g., EEO Advisory Committee, Diversity Committee, etc.)</p> <p>The membership and operation of local committee(s), such as the EEO Advisory Committee, the Diversity Committee, etc., are appropriate subjects for local bargaining.</p>
23	9.C	<p>KSAO Panel</p> <p>KSAOs will be established by a panel which will conduct job analysis and other prescribed duties. The panel will normally include a bargaining unit employee chosen with the concurrence of the local union. Absent mutual agreement, the Department will appoint panel members following discussions with the local union and informing the local union of the reason for its decision.</p>

Location		Description
Article	Section	
23	10.A-B	<p>Panel for Competitive Action</p> <p>Subject to Paragraph C of Section 10, panels will be established for all competitive actions.</p> <p>Panels for bargaining unit positions will include two bargaining unit employees chosen with the concurrence of the local union. Absent mutual agreement, the Department reserves the right to appoint panel members following discussions with the local union and informing the local union of the reasons for its decision.</p>
29	2	<p>Department Safety and Health Committee</p> <p>The Union will have representation for each of the administrations that is a part of the Department Safety and Health Committee.</p>
29	3.H-I	<p>Occupational Safety and Health and Fire Prevention Committee</p> <p>Each facility with 25 or more employees will have an Occupational Safety and Health and Fire Prevention Committee (Committee) in accordance with 29 CFR 1960 and all its subparts.</p> <p>The local union will be afforded representatives on such Committees, the number of which is subject to local negotiation.</p>
29	3.I	<p>Other local safety/health-related committees</p> <p>The local union will be given the opportunity to have a representative on any other facility-level committee that relates to the safety and health issues of bargaining units.</p>
29	33.D	<p>Lifting Equipment Committee</p> <p>A joint committee, to include local union participation will be established in each facility to review available equipment, solicit employee input, and make recommendations. This may be done by a local health and safety committee, if one exists.</p>
37	2.A	<p>Local Training and Career Development Committee</p> <p>There shall be a joint local level Training and Career Development Committee which will be authorized to reach joint agreements and make joint recommendations regarding training and career development programs.</p>
46	3.B	<p>Local Negotiating Committee</p> <p>The parties agree to establish a local negotiating committee consisting of an equal number of representatives of the local union and Department.</p>
65	1	<p>Local Wage Survey Committee</p> <p>Survey teams will consist of one member nominated by the local facility and one member nominated by the labor member of the local wage survey committee.</p>

2011 VA/AFGE Master Agreement Subjects for Local Negotiations / Bargaining

The matrix below depicts each section in the Master Agreement where there is mention of subjects that are appropriate for local negotiations or bargaining. Subjects called out for pre-decisional involvement (indicated by shading) have also been included.

The description contained in this listing is not a replacement for the language of the Master Agreement nor does it create any greater rights or responsibilities than are provided under the Master Agreement. It is intended to provide a description of subjects for local negotiations for the use of management and AFGE in carrying out the provisions of the Master Agreement. The inadvertent omission on this listing of any right to local negotiations is not intended to preclude such negotiations if provided for in the Master Agreement.

Location		Description
Article	Section	
1	4. A	The Union will be predecisionally involved in bargaining unit determinations for position changes and establishment of new positions.
4	1. C	The amount and use of official time for LMR training, other than joint LMR training, is an appropriate subject for local negotiation.
6	4. A	ADR is an appropriate subject matter for local negotiations.
7	II. C	Neither the union nor the Department waives the right to bargain over quality initiatives which would otherwise be bargainable, nor do they waive any other legal, contractual, or past practice right.
10	G	Copies of competencies will be provided to the local union. When the Department changes an employee's competency, the local union will be afforded a reasonable opportunity to bargain regarding negotiable matters related to the change.
12	D. 5	Seniority shall be defined locally through negotiations between the local union and the Department.
12	E	Details of less than 10 consecutive workdays shall be on a fair and equitable basis and procedures for such details will be a subject for local negotiations.
12	6	Local Negotiations - The parties at the local level may negotiate additional procedures for details and temporary promotions.
13	2	Parties agree that reassignment is a subject appropriate for local bargaining.
13	5	Department will provide the local union with 30 days' notice, and bargain to the extent required by law and this agreement prior to effectuating the involuntary reassignment.
14	5	The parties agree to a concept of alternative discipline which shall be a subject for local negotiations.
16	4. B	Award panels will operate with parameters negotiated locally.

Location		Description
Article	Section	
18	7. D	The membership and operation of local committee(s), such as the EEO Advisory Committee, the Diversity Committee, etc., are appropriate subjects for local bargaining.
20	4.C	Agreements between the local union and the facility will address how the equipment will be assigned.
20	5. A	Prior to participating in the Telework Program, employees will be required to complete, on a one-time basis, a Telework Program Agreement that has been negotiated between the Department and the local union.
20	15	In the event of a local emergency situation such as a transit strike or a natural disaster which adversely affects an employee's ability to commute to the workplace, the parties agree to immediately discuss possible temporary telework arrangements for affected employee(s).
20	18	<p>Upon the effective date of this Agreement, the local parties may begin negotiations over the following issues:</p> <p>A. Application and selection procedures for participation in the telework and the alternative work schedule and compressed work schedule. These procedures may include, but are not limited to, issues such as negotiating procedures for breaking ties if the number of applicants exceeds the number of opportunities available;</p> <p>B. Methods for resolving conflicting employee requests for specific work at home schedules;</p> <p>C. Methods for rewarding increased productivity of telecommuters;</p> <p>D. Procedures for disbursing excess equipment or furniture;</p> <p>E. Determining the eligibility of other positions, if any, for telework, alternative work schedules, and compressed work schedules that are not listed as currently eligible for telework;</p> <p>F. Determining the feasibility of establishing a local telework committee for oversight of telework; and,</p> <p>G. Any other issues affecting the bargaining unit not otherwise covered in this Article.</p>
21	2. A	AWS is a subject for local bargaining consistent with this Agreement.
21	2. C. 2d	Employees who wish to terminate or change their participation in a CWS may do so at the beginning of any pay period after notifying their supervisor at least one pay period in advance or as negotiated locally.

Location		Description
Article	Section	
21	2. G.1	If the Department proposes to make any change to the AWS Plan (including the CWS Plan and Flextime Plan) or the Credit Hour Plan of bargaining unit employees or to restrict the application of the plans to any new position, the local union shall be notified and given an opportunity to bargain.
21	2.H	The Department shall continue the existing lunch and break arrangements. If the Department determines that an adjustment to lunch and/or breaks is necessary to solve any significant public service or operational problems caused by the AWS Plan, the local union shall be given the opportunity to bargain on such changes in working conditions.
21	3. F	Rotation of weekends and holidays shall be on a fair and equitable basis within a group and may be a subject for local bargaining.
21	3. K	Alterations, procedures, and time frames for posting schedules shall be negotiated locally.
21	4. K	Rosters of employees will be utilized to determine voluntary or involuntary overtime. The mechanics and eligibility of the rosters are subjects for local negotiations and seniority will be the criterion.
21	5. A. 5	If an on-call or standby tour of duty is terminated in a work unit, the decision and reason shall be specific and in writing and forwarded to the local union to fulfill bargaining obligations.
21	6	Those facilities having locally negotiated agreements will continue to honor those agreements so long as they do not conflict with the Master Agreement. A conflict shall be resolved in favor of the Master Agreement.
23	9. C	If KSAOs for specific positions (i.e., position numbers) are changed after their initial establishment and used in a promotion action, the newly developed KSAOs will be sent to the local union in advance of any future vacancy announcements and handled by the parties in accordance with their bargaining obligations under 5 USC Chapter 71.
25	5. E	Travel and per diem is an appropriate subject for local bargaining.
26	1	The parties agree that parking is a substantive subject for local supplemental negotiations to the extent not specifically covered in this Agreement.
26	2	The parties agree that secure, adequate, and accessible parking for employees helps better serve customer needs and should be a consideration in local arrangements.
26	3	The Department agrees that if they relocate an office or should circumstances prompt changes in lease agreements, prior to the "solicitation for offers," the Department will notify the local union and/or place the issue on the agenda of the local Partnership Council. Parking space for the local union is a subject for local bargaining.
26	5	Changes in the shuttle service used by employees are a subject for local bargaining.

Location		Description
Article	Section	
26	6. F	Problem Reporting - Local procedures will be negotiated for problem reporting, e.g., car lights left on, lights out on parking lots, damaged or obstructed signs, etc.
26	6. G	The provision of electronic security measures and security fencing are subjects for local bargaining.
29	3. I	The local union will be afforded representatives on such Committees, the number of which is subject to local negotiation.
29	4. D	Nothing in this section precludes local level negotiations.
29	12. C	These provisions are not a waiver of the local union's right to request additional information, consultation, and bargaining.
29	16	Situations requiring employees to wear respirators for safety shall be a subject for local bargaining which will include a process for respirator fit testing.
29	19. A	The mechanics of the programs are an appropriate subject for local bargaining.
29	20. C. 3	<p>The national parties agree to the process below for the purchase of furniture and office equipment to address individual requests for workstation modification. Options:</p> <ul style="list-style-type: none"> a. Negotiate using a locally-developed, mutually-agreed process; b. Negotiate on a case-by-case basis; or, c. Use the Alternative below; <p>Alternative:</p> <ul style="list-style-type: none"> 1) The employee will be given an ergonomic assessment, which will identify the employee's needs and the available modifications; 2) The employee will be provided a list of available furniture/equipment; 3) The employee and a representative of the local union will meet with a Department official to discuss and decide on the employee's choice from among the available options; 4) The employee's choice will be selected if it is reasonable, considering all the circumstances. <p>The local parties also may agree to use the above procedure for furniture or equipment that is to be provided to a group of employees.</p>
29	24. D. 6. d	Where existing methods are already in place, they will be continued, until changed through negotiations. This section is subject to local negotiations.
29	33. E	Implementation of this section also is appropriate for local negotiations.
30	8	Local bargaining on this article is appropriate so long as it does not conflict or interfere with, or impair implementation of, this Master Agreement.

Location		Description
Article	Section	
32	2	Local bargaining to implement this provision is appropriate and will include, but not be limited to, arrangements in facilities where there is insufficient space for dedicated lounges. Other topics appropriate for local bargaining include, but are not limited to, access to microwaves, refrigerators, storage, coffee pots, and furniture. However, local agreements must be consistent with authorized use of appropriated funds.
33	2. C. 8	If the Department proposes to convert any full time positions to part time, that will be a subject for negotiations in accordance with 5 USC 7106(b)(2) or (3).
33	3. C. 8	If the Department proposes to convert any full time positions to part time, that will be a subject for negotiations in accordance with 5 USC 7106(b)(2) or (3).
35	2. C. 1	The procedures for vacation leave will be appropriate for local negotiations; where current practices are acceptable to the local parties, such negotiations need not occur.
35	2. C. 2	The procedures for unplanned annual leave other than vacation leave will be appropriate for local negotiations; where current practices are acceptable to the local parties, such negotiations need not occur.
35	2. D	If scheduling conflicts arise among employees' annual leave requests, they shall be resolved consistent with past practices or as otherwise negotiated in local supplemental agreements/MOUs insofar as they do not conflict with the Master Agreement.
35	2. G	The parties recognize that additional procedures for requesting and granting annual leave are appropriate for negotiation at the local level.
35	11. B	The local union shall be informed by the appropriate Department official at the time the facility declares hazardous weather/emergency conditions. The method for such notification will be appropriate for local negotiations.
35	15. J	The method of communicating the needs of employees who may want to participate in leave transfer is an appropriate subject for local negotiation.
37	9	Procedures which ensure fair and equitable training opportunities are appropriate subjects for local bargaining.
37	10. C	Tuition support for upward mobility is a proper subject for local bargaining.
38	1	The Department shall issue uniforms in accordance with law, government-wide regulation, and VA policy. Nothing will prevent local negotiations on uniform issues.
38	8	Any proposed changes in the current style, color, texture, or design of uniforms currently in existence shall be forwarded to the Union at the affected level for bargaining.

Location		Description
Article	Section	
46	1	Recognizing that the Master Agreement cannot cover all aspects or provide definitive language for local adaptability on each subject addressed, it is understood that Local Supplements may include substantive bargaining on all subjects covered in the Master Agreement so long as they do not conflict, interfere with, or impair implementation of the Master Agreement. However, matters that are excluded from Local Supplemental bargaining will be identified within each article.
47	4. A	On all policies and directives or other changes for which the Department meets its bargaining obligation at the national level, appropriate local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated national policy and agreements.
47	4. B-C	B. Proposed changes in personnel policies, practices, or working conditions affecting the interests of one local union shall require notice to the President of that local. Proposed changes in personnel policies, practices, or working conditions affecting the interests of two or more local unions within a facility shall require notice to a party designated by the NVAC President with a copy to the affected local unions. C. Upon request, the parties will negotiate as appropriate.
47	4. D	Ground Rules for local bargaining shall be established by the parties at the local level.
48	10. E	Where arrangements for transfers of official time among Union representatives are not in effect, they can be negotiated locally.
49	9	The scheduled starting time of the Union New Employee presentation will be a subject for local negotiations.
50	C	The local union is not precluded from any further negotiations on the impact and implementation of covert or hidden electronic camera surveillances.
51	4. A. 8	Additional equipment and technology may be negotiated locally.
51	5	At each facility, the Union shall be provided bulletin boards in areas normally used to communicate with employees. Numbers and location of bulletin boards will be negotiated locally.
51	8	The Department agrees to provide adequate facilities for membership drives at locations that will provide access to unit employees during break and lunch periods. Detailed arrangements will be negotiated at the local level.
51	10. C	Associated per diem and other matters concerning transportation are appropriate subjects for local bargaining.
51	11. A	The Department will provide space for the purpose of distributing Union material. The space will be in prominent locations as agreed upon locally.
61	1	All Title 38 bargaining unit positions will be announced facilitywide with posting and/or distribution a proper subject for local bargaining.

Location		Description
Article	Section	
61	4. A	The Union will be predecisionally involved and may submit recommendations for criteria to be used in the development of all bargaining unit position qualifications.
62	4	The availability of employee lockers or secure storage space for personal belongings is a subject for local negotiations.
64	2. C	The Department agrees not to enter into any research or demonstration project affecting unit employees without first meeting its obligation to consult or negotiate with the Union.
66	1. D	Pursuant to 5 USC 7106(b)(1), technology is not a mandatory subject of bargaining. Under Executive Order 13522, employees and their Union representatives shall have predecisional involvement in all workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining under 5 USC 7106(b)(1).
66	4. C	The application of technology is an appropriate subject for bargaining at the local union level, on aspects not in conflict with this article.

2011 VA/AFGE Master Agreement Notification Requirements

The matrix below depicts each article and section in the Master Agreement where there is mention of a requirement that the Department provide notification or information to the union.

The description contained in this listing is not a replacement for the language of the Master Agreement nor does it create any greater rights or responsibilities than are provided under the Master Agreement. It is intended to provide a short description of notification requirements for the use of management and AFGE in carrying out the provisions of the Master Agreement. The inadvertent omission on this listing of any notification requirement is not intended to preclude notification if provided for in the Master Agreement.

Location		Description
Article	Section	
1	6.A	Once per calendar year, upon request, the Department will provide to the Union, to the extent available in an existing automated database, listings of bargaining unit employee names, job titles, series, professional or non-professional status, service, work location, and duty station.
1	6.B	Twice per calendar year, upon request, a field facility will provide the local union, to the extent available in an existing automated database, listings of bargaining unit employee names, job titles, series, professional or non-professional status, service, work location, and duty station.
1	6.C	If the Department is temporarily unable to comply with the Union's request made under either A or B, it will immediately notify the Union of when the information will be available.
7	3.VIII.F.2	The union will be provided the same advance notice of meetings that team members receive.
7	3.XII.C	Each facility will notify the local union of the QITs in existence prior to the effective date of this agreement.
7	3.XII.D	VA management must pay special attention to its obligation to provide union notification before implementation of QIT recommendations where appropriate. VA management will closely monitor QI activities at all levels to assure that managers do not bypass the union.
9	1.D	The local union will be provided the opportunity to review proposed changes in PD descriptions and copies of updated PDs. Current PDs will be provided to the local union, upon request.
9	2.B	The local union will be provided with copies of new standards. Current standards will be provided upon request.
9	2.C	The Department will provide the Union with copies of any Department guidance provided to OPM in connection with any classification standards.

Location		Description
Article	Section	
9	3.A	The Department will provide employees and the local union with copies of procedures for filing classification appeals through the Department or OPM channels, upon request.
9	3.B	The HRM office will forward the appeal to the Department or OPM, as appropriate, no later than 15 days from receipt and will provide the Local with 2 copies of the employee's appeal request.
9	3.D	Classification appeal decisions will be forwarded to the local union.
10	G	Copies of competencies will be provided to the local union.
11	1	Periodic briefings will be held with AFGE officials at the local and national levels to provide the Union with information concerning any Department decisions that may impact bargaining unit employees in implementing Office of Management and Budget (OMB) Circular A-76.
11	2	The Department will notify the local union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by bargaining unit employees.
11	3	When the Department determines that unit work will be contracted out, the Department will notify the local union to provide them an opportunity to request to negotiate as appropriate.
12	1.C	The Department will provide notification of all details to the local union President. Where the detail did not result in changes to conditions of employment, the notification will be at least weekly. Where changes to conditions of employment would result, the Department will provide reasonable advance notice. When a detail is known far enough in advance and affects conditions of employment, the notification should occur as soon as practicable but no later than 10 days prior to the employee being detailed.
12	4	The Department agrees to notify the appropriate local union office prior to placing any designated local union representative(s) on detail away from the representative's normal duty station.
13	5	Administrative reassignments/involuntary reassignments are reassignments initiated by the Department to meet valid operational needs. When such a reassignment is to be done, the Department will provide the local union with 30 days' notice, and bargain to the extent required by law and this agreement prior to effectuating the involuntary reassignment. In an emergent situation where the Department has less than 30 days' notice of the need for the reassignment, the Department will provide the local union with as much advance notice as it has, and an explanation of why the 30 day timeframe could not be met. The Department will provide the local union with the reasons for the action, the number/title(s) of positions affected, and the actions the Department intends to take to reduce the impact on employees.

Location		Description
Article	Section	
14	9.A	The Department will inform the local union when it takes a disciplinary action against a unit employee.
17	14	Employees may request group meetings to discuss their concerns about workplace issues. Supervisors will consider and provide a response to such requests. The right of the local union to be notified of and attend such meetings is set forth in Article 49 - Rights and Responsibilities.
18	5.B	The Department agrees to the timely posting of names, pictures, and office telephone numbers of EEO Counselors on designated local bulletin boards. The Department will also provide the local union with a current list of local EEO Counselors and will update the list when changes are made.
18	5.C	The Department agrees to provide the Union with copies of the National Affirmative Employment Plan and any other reports submitted to EEOC, including statistical data, concurrently with submission to the EEOC.
18	5.D	Each facility preparing an Affirmative Employment Plan and any other reports will provide a final copy of the same, including statistical data, to the appropriate local union when they are prepared.
19	7.B	When the Department orders a medical examination or questions an employee or a potential employee's abilities to meet a specific job qualification, the Department will provide the essential functions of the employee's position to the examining physician (the Department's or a private physician). The local union shall receive answers on how the Department came to the conclusions of the "essential functions," both physical and mental, of a specific position description or functional statement, upon request.
20	17	The local union will be notified when employees are placed on telework and taken off telework.
21	1.A	A change in the administrative workweek and changes in the regularly scheduled administrative workweek are considered changes in conditions of employment for purposes of the notice requirement of Article 49 - Rights and Responsibilities, of this Agreement.
21	2.C.2	If the request is denied, the supervisor will explain in writing the reasons for the denial; upon request, a sanitized copy will be provided to the local union.
21	2.G.1	If the Department proposes to make any change to the AWS Plan (including the CWS Plan and Flextime Plan) or the Credit Hour Plan of bargaining unit employees or to restrict the application of the plans to any new position, the local union shall be notified and given an opportunity to bargain.
21	2.G.5	The Department shall provide the local union with advance written notice of any survey or study concerning AWS and/or Credit Hours in which information is sought from bargaining unit employees.
21	3.J	Changes in the above procedures shall not be made without notice to the local union.

Location		Description
Article	Section	
21	3.K	The local union shall be provided schedules upon request.
21	5.A.1	Records of paid on-call and standby duty shall be kept by the Department and made available to the local union upon request.
21	5.A.5	If an on-call or standby tour of duty is terminated in a work unit, the decision and reason shall be specific and in writing and forwarded to the local union to fulfill bargaining obligations.
21	5.B.3	Records of on-call duty shall be kept by the Department and made available to the local union upon request.
22	2.B	The Department will inform the local union in advance of a formal administrative investigation when a bargaining unit employee is the subject of the investigation or inquiry.
23	3.B	When career ladder plans are established and/or revised, the Department will provide notice to the local union in accordance with Article 49 - Rights and Responsibilities.
23	8.G	The local union will be provided with written notice of any changes in the posting of these announcements prior to being posted.
23	8.H	The Department agrees to provide a copy of vacancy announcements to the local union at the time of or prior to postings. In addition, the job analysis, without the rating guide, will be provided to the local union within the area of consideration.
23	8.J	The local union and each applicant will be notified in writing if an announcement is canceled and will be provided with a reason for the cancellation.
23	9.C	Absent mutual agreement, the Department will appoint panel members following discussions with the local union and informing the local union of the reason for its decision. Informational copies will be provided to the local union as part of the vacancy announcements. If KSAOs for specific positions (i.e., position numbers) are changed after their initial establishment and used in a promotion action, the newly developed KSAOs will be sent to the local union in advance of any future vacancy announcements and handled by the parties in accordance with their bargaining obligations under 5 USC Chapter 71.
23	10.B.2	Absent mutual agreement, the Department reserves the right to appoint panel members following discussions with the local union and informing the local union of the reasons for its decision.
23	10.D.2.d	A copy of any referral list forwarded to a selecting official will be provided to the local union.
23	12.F	Upon request, the local union will be provided with a written reason for selecting an outside candidate.

Location		Description
Article	Section	
23	13.C	In order to assure compliance with this section, the local union will be furnished statistics on priority considerations granted and exercised and the results. Statistics will be kept and provided to the local union on a quarterly basis. The local union will also be notified in writing of each individual priority consideration completed.
23	16.D	The designated Department official responsible for the package will make the pertinent records from the package available to the local union auditor within seven working days of receipt of the audit request.
26	3	The Department agrees that if they relocate an office or should circumstances prompt changes in lease agreements, prior to the "solicitation for offers," the Department will notify the local union and/or place the issue on the agenda of the local Partnership Council.
27	5.E	The local union shall be given reasonable written advance notice (no less than 15 calendar days) when the Department changes, adds to, or establishes new elements and performance standards. Prior to implementation of the above changes to performance standards, the Department shall meet all bargaining obligations.
28	2	Either party may reopen Directive and Handbook 5111 within one year with proper notice.
28	4	<p>A. Directors of VA facilities shall be responsible for properly notifying the Union in conjunction with any of the actions described in this article.</p> <ol style="list-style-type: none"> 1. A facility-based action affecting the interests of one local union shall require notice to the President of that local. 2. A facility-based action affecting the interests of two or more local unions shall require notice to a party designated by the Union. <p>B. For actions covered by this article, the Department agrees to notify the Union as described in Paragraphs A 1 and A 2 in this section at the earliest possible date but no later than 90 calendar days prior to the effective date.</p> <p>C. All notices per Sections A and B above will be given prior to any notice to affected unit employees. Verbal notices will be confirmed in writing.</p> <p>D. A properly constructed notice to the Union under this section shall consist, at a minimum, of the following information:</p> <ol style="list-style-type: none"> 1. The reason for the action; 2. The approximate number, types, and geographic location of position affected; and, 3. The approximate date of the action.

Location		Description
Article	Section	
28	12	A copy of the retention register will be made available to the Union at the earliest possible time.
29	4.A	The Department will notify the Union in accordance with Article 47 - Mid-Term Bargaining, prior to the submission of any alternate standards to the Secretary of Labor.
29	4.C	These assessments will be documented and a copy provided to the local union.
29	5.D	The local union Health and Safety Committee members or local union Health and Safety Representatives will be notified as soon as the Department becomes aware regarding the emergency situation.
29	7.D	When this notification is given to the employee, the local union shall be notified in writing as well.
29	7.E	When the Department receives a report that a dangerous, unhealthful or potentially dangerous or unhealthful condition is present at a particular work site, the Department shall notify the Health and Safety Committee and the local union Health and Safety representative(s) of the alleged dangerous or unhealthful condition.
29	12.A	Prior to occupancy by any employee of space occupied by the Department, the Department will provide the local union a copy of the pre-occupancy inspection to identify possible hazards or serious violations of OSHA standards.
29	12.C	These provisions are not a waiver of the local union's right to request additional information, consultation, and bargaining.
29	14.C	The Department will notify the local union prior to initiating procedures for asbestos removal.
29	14.J	Notice of such abatement action will be provided to the local union in advance, except in an emergency situation in which the local union will be notified as soon as possible.
29	15.C	The Department will notify the local union prior to initiating procedures for mold removal.
29	15.K	Notice of such abatement action will be provided to the local union in advance, except in an emergency situation in which the local union will be notified as soon as possible.
29	23.A	Wherever the Department decides to alter the physical work site of employees represented by the Union, the local union will be notified in advance in accordance with Article 47 - Mid-Term Bargaining.
29	28.B.2	Upon request, the Department shall inform the employee or local union whether or not such duties were taken into account in establishing the grade of the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

Location		Description
Article	Section	
30	3.B	The Department shall provide the local union a list of any classification or position that is required to be part of the medical surveillance program, including but not limited to the "fit-tested" for respirators program.
30	5.B	Justification for allocations of vaccinations and immunizations to employee populations will be provided to the Union at the time of the immunizations.
35	2.M	Upon request, changes in the vacation schedule will be provided to the local union on a monthly basis.
35	6	Under these circumstances, before the Department requires the employees' evidence, the Union will be provided with the reasonable evidence for the Department's allegations that a "sick-out" has occurred.
35	11.B	The local union shall be informed by the appropriate Department official at the time the facility declares hazardous weather/emergency conditions. The method for such notification will be appropriate for local negotiations.
43	5	The Union will be provided notice immediately when any grievance is filed as well as given advance notice of each meeting.
43	7. Note 8	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.
44	1	Only the Union or the Department may refer to arbitration any grievance that remains unresolved after the final step under the procedures of Article 43 - Grievance Procedures. A notice to invoke arbitration shall be made in writing to the opposite party within 30 calendar days after receipt of the written decision rendered in the final step of the grievance procedure.
45	7.C	Any time Department officials request the appropriate administrative office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (e.g., promotion or reassignment), a copy of such request shall be provided to the local union.
47	4.B	Proposed changes in personnel policies, practices, or working conditions affecting the interests of one local union shall require notice to the President of that local. Proposed changes in personnel policies, practices, or working conditions affecting the interests of two or more local unions within a facility shall require notice to a party designated by the NVAC President with a copy to the affected local unions.
48	2.F	The Department will notify the Union of any scheduling problems connected with the visit and the parties will attempt to work out a suitable arrangement.

Location		Description
Article	Section	
49	3	The Union will be provided reasonable advance notice of , be given the opportunity to be present at , and to participate in any formal discussion between one or more representatives of the Department and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment.
49	4.A	The Department shall provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of bargaining unit employees. The Department agrees to forward, along with the notice, a copy of any and all information and/or material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing by U.S. mail, personal service, or electronically to the appropriate Union official with sufficient information to the Union for the purpose of exercising its full rights to bargain.
49	5	If the Union makes a request under 5 USC 7114(b)(4), the Department agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.
49	8.A	The Department will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate.
49	8.C	If a third party conducts a survey and the results are distributed to the Department, the results will be shared with the Union.
49	9	The Department will provide the Union with notice of the date, time, and place of the orientation.
49	10	The parties shall provide each other reasonable advance notice of the initiation or discontinuance of all voluntary programs such as bond campaigns, blood programs, fund drives, etc.
50	B	If the Department uses "covert" or "hidden" electronic camera surveillances during an investigation, the following shall apply if a disciplinary/adverse action is proposed against an employee represented by the Union: <ol style="list-style-type: none"> 1. The Union will be given a copy of all relevant evidence collected; 2. The Union will be provided a copy of the pertinent video tapes; and, 3. The Union will be allowed to represent affected employees in any subsequent discussions or proceedings involving them.
51	9.B.	The Department shall provide the local union access to or hard copies of all labor management materials that do not constitute internal labor-management guidance and that are currently provided to HR and LR at each facility.

Location		Description
Article	Section	
51	9.C	The Union and each local union shall be provided access to or copies of, at no charge, Department personnel manuals, including classification standards.
53	B	The Union will be notified prior to implementation of any clinical research that impacts working conditions of bargaining unit employees.
55	3.N	The local union will be notified of any involuntary assignments as related to reduction of market pay and local union representation.
55	3.J.c	Upon request, the local union will receive notification and information on who currently serves on the local and network physician Compensation Panels and the expected term.
55	4	VHA will provide the Union with the data and other information prepared for the analysis of the biennial review which relates to the bargaining unit employees.
46	4.D	The Union and affected employees will be provided access to all materials that describe how the criteria are to be applied. The Union will have access to educational materials available to Professional Standards Board members.
56	4.E	Furthermore, Union notification should occur under Article 49 - Rights and Responsibilities when: <ul style="list-style-type: none"> 1. The facility chooses to noncompetitively promote incumbents of positions rather than post a vacancy; or, 2. The facility chooses to limit the number of positions to be filled compared to those who are eligible and already performing grade controlling work, which would result in breaking up grade controlling assignments.
56	10	The Union will receive notification of the determination, when the Union represents the employee.
56	13.A	The local union will be provided the opportunity to review proposed changes in all PD/functional statements and receive copies of updated PD/functional statements and organizational charts.
56	13.C	Copies of current PDs for bargaining unit positions will be provided to the local union upon request.
61	4.B	The Union will be provided copies of all position qualifications for vacant positions.
62	2.A	The Department agrees to notify the Union prior to the implementation of price increases.
64	2.B	When the Department receives notification from OPM, another federal agency, or some other public or private organization that a research and demonstration project will be conducted, the Department will notify the Union.

Location		Description
Article	Section	
64	2.D	<p>The Union will receive the following without cost on a semiannual basis:</p> <ol style="list-style-type: none"> 1. Information concerning research programs or demonstration projects proposed to OPM by the Department; and, 2. Data and reports of research provided to the Department by OPM or other federal agencies which concern research projects affecting unit employees.
64	3	After implementation of the program, the Union will be kept informed of the progress on a continuing basis.
66	2.B	Where the selection of certain work of an employee is to be random, the Department will provide the employee and the Union with the methodology that was used to assure randomness.