

Master Agreement
Between Department of Veterans Affairs and Service Employees
International Union

ARTICLE I - PURPOSE

It is the purpose of this Master Agreement to provide an orderly process by which employees in the unit may contribute through SEIU in the formulation and/or implementation of personnel policies and practices affecting them or other matters affecting their general working conditions in a manner that enhances the efficiency of the Agency's operations; that is , the providing of quality service to veterans and their dependents.

ARTICLE II - PARTIES TO THE AGREEMENT

Section 1. This Agreement, and such amendments or supplements as may be entered into from time to time, is made by and between the Department of Veterans Affairs facilities listed in Appendix I of this Agreement, hereinafter the Employer, and the Service Employees International Union, hereinafter the Union, pursuant to the authority granted in the Civil Service Reform Act of 1978. The Employer and the Union are jointly referred to as the "Parties".

Section 2. The Employer recognizes that the Union is the exclusive representative of those employees in the consolidated unit defined in Appendix I of this Agreement.

Section 3. The union will provide management with the names of the union-designated representatives as far in advance as possible, but no later than three weeks in advance of the meeting so that official time, travel and per diem may be arranged as appropriate.

Section 4. Realizing that open communication is vital to a healthy labor management relationship, the group will address national concerns raised by SEIU as they occur.

Section 5. Representatives of each party at the local level will meet on a regular basis to discuss labor management issues. Such meetings should be held monthly, quarterly, or as local parties agree. Each party shall submit a list of subjects they wish to discuss normally 10 days in advance of the meeting. Summary minutes reflecting items discussed should be prepared unless mutually agreed otherwise. These meetings will be conducted during regular duty hours with Union representatives authorized official time if otherwise in a duty status. Additional arrangements concerning these meetings may be negotiated at the local level.

ARTICLE V - PARTNERSHIP

This Article sets forth the minimum standards for Partnerships in VA facilities represented by SEIU. The Employer and the Union at a local facility may continue any existing partnership language or establish language that meets or exceeds these minimum standards.

Section:1. In accordance with E.O. 12871, the employer and union will bargain on the numbers, types, grades of employees and positions assigned to any organizational sub-division, work project, tour of duty, and the technology, methods and means of performing work. Further management will not use 5 U.S.C. 7106(a) as a means of circumventing its 5 U.S.C. 7106(b)(1) bargaining obligations under this Agreement. In the event E.O. 12871 is rescinded and the

- G. Use of alternate dispute resolutions, interest-based problem-solving techniques, and facilitation.
- H. Consideration of the interests of both parties,
- I. Union and management working together on appropriate committees and work groups to address issues of mutual interest. The Union will have the right to select its representative for such committees and work groups,
- J. Cooperation,
- K. Mutual respect,
- L. Open communication,
- M. Trust,
- N. Minimizing or eliminating collective bargaining disputes, and
- O. Publicizing partnership successes at all levels.

By mutual consent, the parties may fulfill the collective bargaining obligation through Partnership.

Section 3 - Training

To achieve optimum results from partnership, the best interest of both parties are served by continual and joint L/M training. The need for the type of training will be determined by the Partnership Council at the facility level. All costs for such training will be paid by the Employer.

Section 2. Grievances for consolidated unit employees will be handled in accordance with the terms of those local contracts.

Section 3. Local union representatives shall be authorized official time, when otherwise in a duty status, to negotiate local supplemental agreements. The number of union representatives on official time shall not normally exceed the number of representatives designated as representing management during such negotiations.

ARTICLE VII - LOCAL OFFICIAL TIME

Section 1. This Article sets forth the minimum standards for official time in facilities represented by SEIU. The Employer and the union at a local facility may continue any existing official time agreement which meets these minimum standards or the parties may establish a new agreement.

Section 2. Local union representatives will be permitted a reasonable amount of official time to perform representational functions and functions related to contract administration. A union representative wishing to use official time will notify his/her immediate supervisor. The supervisor must be advised of the general purpose of the request (whether the issue is negotiations, meetings with management or employees or investigation of a complaint), how the representative may be contacted and the estimated time of return. If the union representative will be delayed beyond the estimated time, he/she will notify the immediate supervisor to arrange additional needed time. The supervisor will also be notified of the return. Such release will not be arbitrarily withheld. If release is not possible at the time requested, due to a work requirement which is pressing, the representative will be released as soon as possible thereafter. The parties at the local level will determine the process to resolve the delay if the request for official time can not be approved at the time requested.

Section 3. The local agreements referred to in Article VI will be considered as a supplement to this Master Agreement. Such local agreements are subject to the approval of appropriate Department or Staff Office heads. Such approval shall be within 30 days from the date signed locally if it is in accordance with the provisions of applicable law, rule, or regulation, and the terms of this Agreement. If the Department or Staff Office Head does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and shall be binding on the parties subject to the provisions of applicable law, rule or regulation, and the terms of this Agreement. Agreements will be effective upon approval and the duration will begin from the date signed by the approving official. Agreements disapproved and returned to the station for modification must be resubmitted for Central Office review and approved in accordance with this section before they become effective.

ARTICLE IX - TERMINATION

Either party may terminate this Agreement, and/or amendments, at the end of any duration period by notifying the other party at least 60, but not more than 105 calendar days in advance of the date the Agreement would be otherwise renewed. Notice must come from an appropriate VACO official or from a SEIU National Headquarters official. ~~The parties have entered into this Agreement on this _____ day of _____~~

APPENDIX I

VETERANS ADMINISTRATION

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO, CLC

UNIT 1

Included: All professional employees employed by the Veterans Administration Regional Office in the State of Hawaii.

Excluded: All nonprofessional employees, management officials, employees engaged in other than a purely clerical capacity, confidential employees, and supervisors and guards as defined in Executive Order 11491, as amended.

Included: All Registered Nurses employed by the Veterans Affairs Medical Center, Erie, Pennsylvania.

Excluded: All other professional employees, nonprofessional employees, intermittent employees, temporary employees with appointments of one year or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). (Case BP-RO-20032, 9/10/92)

UNIT 2

Included: All nonprofessional employees of the Veterans Administration Hospital, La Jolla Village Drive, San Diego, California, including the outpatient clinic.

Excluded: Management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, interns and residents.

Included: All nonprofessional employees employed by the Veterans Administration Regional Office in the State of Hawaii.

Excluded: All professional employees, management officials, employees engaged in other than a purely clerical capacity, confidential employees, and supervisors and guards as defined in Executive Order 11491, as amended.

Included: All General Schedule and Wage Grade employees at the Veterans Administration Data Processing Center, Hines, Illinois.

Excluded: All professional employee, supervisors, secretaries to the Director, Assistant Director, Chief of Staff, Chief, Personnel Division, Managerial employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards.

Included: All WG administration employees at the VA Supply Depot, Hines, Illinois.

Excluded: All management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards and professional employees.

Included: All General Schedule (GS) regular workforce employees, employed at the Veterans Administration Supply Depot, Hines, Illinois.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). (Case 5-RO-60015, 10/1/86)

Included: All GS regular work force employees employed by and assigned to VA Marketing Center, Hines, Illinois.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended.

Included: All regular full and part-time non-professional, non-supervisory General Schedule and Excepted Service employees of the Veterans Administration Hospital located at 1481 West 10th Street, 2061 Cold Spring Road, and 36 South Pennsylvania Street, Indianapolis, Indiana.

Excluded: All professional General Schedule and Excepted Service employees, all temporary full-time nonprofessional General Schedule and Excepted Service employees (those employed for 90 days or less, non-recurring or for a period not to exceed 180 days based on a specific event, non-recurring), all temporary part-time, non-professional General Schedule and Excepted Service employees

the Hospital Director, Assistant Hospital Director, Chief of Staff and Chief, Personnel Division, any managerial executive; employees on temporary limited appointments; and any employee engaged in Federal personnel work other than a purely clerical capacity.

Included: Nonprofessional and non-supervisory employees of the Veterans Administration Hospital, Buffalo, New York.

Excluded: All professional employees such as physician, dentists, nurses, dieticians or other employees whose professional, scientific or technical duties customarily require graduation from a college or university of recognized standing. All supervisors as defined in MP-5, Chapter 20, Section A, paragraph 1F; the Secretaries to the Director, Assistant Director and Chief, Personnel Division; any managerial executive; and employees on temporary limited appointments.

Included: All nonprofessional, non-supervisory employees of the Veterans Administration Hospital, Canandaigua, New York.

Excluded: Title 38 employees and other professional employees as defined in paragraph 1e, Chapter 20, Section A, Veterans Administration Manual MP-5; any managerial executive; any employee engaged in Federal personnel work other than a merely clerical capacity; the Secretaries to the Director, Assistant Director, Chief of Staff, Administrative Assistant to the Chief of Staff and Chief, Personnel Division; and employees on temporary or time limited appointments.

Included: All nonprofessional and non-supervisory employees of the Veterans Administration Hospital, Syracuse, New York.

Excluded: All professional employees as defined in paragraph 1e, Chapter 20, Section A, Veterans Administration Manual MP-5, Part I. All Supervisory employees as defined in paragraph 1f, Chapter 20, Section A, Veterans Administration Manual MP-5, Part I. All Wage Administration employees (WA) who are classified less than level II supervision are considered as non-supervisory. All Classification Act (GS) employees below the Section Chief level are considered as non-supervisory. The Secretaries to the Director and Assistant Director. Any managerial executive. Employees on temporary limited appointments. Any employee engaged in Federal Personnel work other than a purely clerical capacity:

Included: Employees of the Veterans Administration Hospital, Erie, Pennsylvania in all job categories with the following exceptions:

The parties have entered into this agreement on the 20th day of May 1998.

For the Department of Veterans Affairs:

For Service Employees International Union

Norman E. Jacobs
Norman E. Jacobs
Chief Spokesperson

Sheila K. Velazco
Sheila Velazco
Chief Spokesperson

Larry Berkeley
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Veterans Health Administration

Rhonda D. Glover
Rhonda Glover
Member - Local 551 President

James A. Coyne
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Pam Nicastro
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Approved:

Kenneth J. Clark 6.10.98
Kenneth J. Clark
Chief Network Officer

Joseph Thompson
Joseph Thompson
Under Secretary for Benefits

D. Mark Catlett
D. Mark Catlett
Acting Assistant Secretary
for Management
JUN 15 1998

EFFECTIVE DATE
OF AGREEMENT