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PREAMBLE

Section - 1

This Master Agreement is made between the Department of Veterans Affairs (the Department) and the American Federation of Government Employees (AFGE) National Veterans Affairs Council of Locals (the Union).

Section - 2

The Department and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the Department's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success. Therefore, the parties agree to work together using partnership principles, Labor-Management Forums, and the Master Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality of service to the nation's veterans.

ARTICLE 1 - RECOGNITION AND COVERAGE

Section 1 - Exclusive Representative

AFGE is recognized as the sole and exclusive representative for all of those previously certified nonprofessional and professional employees, full-time, part-time, and temporary, in units consolidated and certified by the Federal Labor Relations Authority (FLRA) in Certificate No. 22-08518 (UC), dated February 28, 1980, and any subsequent amendments or certifications. The parties agree that should AFGE request the FLRA to include subsequently organized employees in the consolidated unit, such FLRA certification will not be opposed by the Department if the unit would otherwise be considered an appropriate unit under the law. Upon certification of FLRA, such groupings automatically come under this Agreement.

Section 2 - AFGE Role

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit.

Section 3 - Employee Representation

A. The Department recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The Department will not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions. The Department will not assist or sponsor any labor organization other than AFGE in any matter related to grievances, collective bargaining, or conditions of employment of employees in the AFGE bargaining unit.

B. Pursuant to 5 USC 7114(a)(2)(A), an exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any formal discussion (including those held with other employee organizations) between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

C. The Department's consultations and dealings with other employee organizations shall not assume the character of negotiations concerning conditions of employment in the AFGE bargaining unit.

Section 4 - Unit Clarification

A. The Union will be predecisionally involved in bargaining unit determinations for position changes and establishment of new positions. When a position changes, and the parties do not agree over whether the position(s) is/are inside or outside the unit, the parties are encouraged to utilize the Alternate Dispute Resolution (ADR) process. If still unresolved, either party may file a Clarification of Unit (CU) petition with the FLRA. If the position previously has been in the bargaining unit, the employee and/or position will remain in the

bargaining unit until a decision is issued on the petition.

B. If after predecisional involvement, the Department determines that a new, unencumbered position is outside the bargaining unit, the parties are encouraged to first attempt to resolve any disagreements through ADR methods. If no agreement is reached, the Union may file a CU petition through the FLRA.

C. The Department and the Union are encouraged to mutually decide CU issues and develop a system to communicate these decisions.

Section 5 - Elections and Extensions of Represented Facilities

A. Whenever a CU or election petition is filed by either party, the filing party will send copies of the petition to the AFGE National Office at Membership and Organizing Department, 80 F Street, NW, Washington, DC 20001-1583 and to the Department at The Office of Labor-Management Relations (LMR), 810 Vermont Street, NW, Washington, DC 20420.

B. If employees are drawn from an existing facility and assigned to an unrepresented Community Based Outpatient Clinic (CBOC) (or similar entity) under the administrative control of the originating facility, and AFGE is the exclusive representative of all employees at the originating facility, the Department will not oppose any AFGE petition to represent employees who are assigned to that CBOC.

C. If an unrepresented CBOC (or similar entity) is staffed by new employees, and is under the administrative control of a facility entirely represented by AFGE, the Department will not oppose any AFGE election petition to represent employees who are assigned to the CBOC (or similar entity).

Section 6 - Bargaining Unit Lists

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.

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.

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.

Section 7 - Certification

The Department and the AFGE National Office will meet annually to discuss and review the accuracy of the AFGE certification and jointly request that the FLRA update the certification as necessary.

ARTICLE 2 - GOVERNING LAWS AND REGULATIONS

Section 1 - Relationship to Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees shall be governed by applicable federal statutes. They will also be governed by government-wide regulations in existence at the time this Agreement was approved.

Section 2 - Department Regulations

Where any Department regulation conflicts with this Agreement and/or a Supplemental Agreement, the Agreement shall govern.

LABOR-MANAGEMENT COLLABORATION

ARTICLE 3 - LABOR-MANAGEMENT COOPERATION

Section 1 - Guidance

The parties agree that the following sections should be interpreted as suggestions, not prescriptions.

Section 2 - History

A. Since the inception of 5 USC Chapter 71, cooperation and communication have been and remain goals of labor-management relations. The implementation and maintenance of a cooperative working relationship between labor and management known as "Partnership" was established by Executive Order 12871 and a Presidential Memorandum dated October 28, 1999. The Order and the Memorandum were revoked by Executive Order 13203 in 2001.

B. In December, 2009, Executive Order 13522 was issued, creating Labor-Management Forums. Pursuant to the spirit of that Executive Order and this Master Agreement, the Department shall allow employees and their Union representatives to 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; provide adequate information on such matters expeditiously to Union representatives where not prohibited by law; and make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 USC 7106(b)(1), through discussion in its Labor-Management Forums.

Section 3 - Purpose

While the parties are no longer required by Presidential Executive Order to engage in Partnership, the desire and intent in this Article is to describe and encourage effective labor-management cooperation. The Department and the Union are committed to working together at all levels to improve service to veterans, ensure a quality work environment for employees, and effect a more efficient administration of VA programs. The parties support and encourage cooperative labor-management relationships at all levels.

Section 4 - Principles

Labor-management cooperation is premised on open communication between Union and Department officials. Because different approaches may effectively foster communication in different settings, specific methods for cooperation will be jointly determined by the affected parties. Normally, these efforts should be guided by the following principles:

A. Cooperation;

B. Mutual respect;

C. Open communication and sharing of information at all points along the decision-making process;

D. Trust;

E. Efficiency;

F. Consideration of each other's views and interests;

G. Identification of problems and workable solutions;

H. Understanding of, and respect for, the different roles that the Department and the Union can play in achieving mutual goals; and,

I. Minimizing or eliminating collective bargaining disputes.

Section 5 - Scope

A. In a cooperative labor-management relationship, the parties may discuss any topic, including:

   1. Matters involving personnel policies, practices, and working conditions;

   2. Numbers, types, and grades of employees as well as methods, means and technology of work; and,

   3. Participation on labor-management committees.

B. If an agreement is reached using cooperative methods, by mutual consent the parties may choose to fulfill the collective bargaining obligation through such cooperation.

Section 6 - Training

To promote effective labor-management relationships, the parties may determine the need for, and identify, appropriate training. Some types of training that may be appropriate include ADR, work process improvement, group dynamics, and relationship by objectives.

Section 7 - Use of Time

A. Where the parties establish a joint labor-management committee (forum) under this article, union representatives will be on official time. This official time will not be counted against any allocated official time as described in this agreement.

B. In instances where sub-committees are established by this joint labor-management committee, and the parties have determined that Subject Matter Experts (SME) and/or union representatives are required, the Union will notify the Department of the appointment of a person to participate in sub-committee activities under this article and whether that person is participating as a SME for which duty time would be appropriate or as a union representative for which official time would be appropriate. If designated as a union representative, that time will not be counted against any allocated official time as described in this agreement.

C. To the extent possible, activities will be conducted during the normal duty hours of the participants. Committee members will be compensated in accordance with applicable law. Once an individual has been designated by the Union to participate in cooperative labor-management activities, that person will be made available for such participation.

Section 8 - Expenses

When activities are conducted under this article, the Department will bear the travel and per diem expenses of bargaining unit members involved in that activity to the extent permitted under the Federal Travel Regulations.

ARTICLE 4 - LABOR-MANAGEMENT TRAINING

Section 1 - Union Sponsored or Requested Labor-Management Relations Training

A. The parties agree that Union sponsored Labor-Management Relations (LMR) training is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling and information relating to federal personnel/labor relations laws, regulations, and procedures). Training which relates to internal union business will not be conducted or attended on official time.

B. Scheduling arrangements for the use of official time for training will be determined locally. Department personnel responsible for work scheduling will be given appropriate and adequate notice, to include specific agendas, of scheduled LMR training for maximum attendance.

C. The amount and use of official time for LMR training, other than joint LMR training, is an appropriate subject for local negotiation.

Section 2 - Joint Master Agreement Training

The parties will jointly provide Master Agreement training. The cost of the Master Agreement joint training will be paid by the Department. Training will be done jointly; however, this does not preclude additional training by each party. Any training document will be prepared jointly.

Section 3 - Joint Labor-Management Training

A. Each field facility will have a joint LMR training program. The ongoing program will have equal representation between the Union and the Department and decisions will be made by consensus consistent with interest-based bargaining principles. The local joint LMR training activity will develop a local LMR training plan which could consist of Interest-Based Bargaining, Alternative Dispute Resolution (ADR), Quality Programs, Cooperative LMR, communication skills, local supplements, district or regional training, etc.

B. LMR training will be recorded in each employee's individual training record.

C. Trainers appointed by the union will be on official time. This official time will not be counted against any allocated official time as described in this agreement. Attendees at joint labor management training will be on duty time. LMR training will normally be presented jointly unless training is conducted by a mutually agreed upon third-party. The parties may develop a joint train-the-trainer/facilitator program.

D. Local facilities are encouraged to give recognition to individuals or groups who materially advance the process of LMR training.

E. Normally, local facilities will ensure that appropriate resources are made available at the local level for joint LMR training.

F. The parties are encouraged to share training materials or experiences to nurture better LMR training.

G. The provisions of this article apply to joint training at all levels from local through national.

Section 4 - Third-Party Sponsored Training

Third-party sponsored training may be considered duty time or official time, as appropriate.

Section 5 - National Joint Training and Education Committee Charter

A. Purpose

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.

B. Objectives:

1. To identify national labor relations training and education needs of common interest to the Union, the Department, and the Administration;
2. To determine type and degree of joint training needed;
3. To determine the priorities for proposed national joint training;
4. To identify delivery methods for the proposed national joint training;
5. To recommend proposals to the Assistant Secretary for HRA and the Administrations for national joint training and education activities;
6. To charter appropriate sub-groups (this will include guidance, resources, and evaluation of final products);
7. To develop a communication and marketing plan for national joint training;
8. To plan uniform and consistent national labor relations training for the Union and the Department;
9. To facilitate and encourage participation of all parties in labor relations training and/or other educational programs, including facility requests for joint labor relations training;
10. To evaluate the success of training programs accomplished and share best practices;
11. To initiate needs assessments as appropriate to determine topics for joint training;
12. To provide subject matter experts for developing curricula and serving as faculty as needed;

13. To keep NPC advised of joint LMR training initiatives;

14. To allow any member of the NTEC to suggest an agenda item but the co-chairs will establish the agenda; and,

15. To assure that Department participants on the NTEC will have the authority to speak for their Administrations or staff offices.

C. Guiding Principles (Process Boundaries):

1. To ensure consistency with national goals of participating organizations;

2. To seek input/feedback from all organizations affected/involved;

3. To establish an atmosphere of mutual trust and respect;

4. To establish open and honest communications with a view toward recognizing and addressing the interests of the parties;

5. To share information and responsibility;

6. To focus on global issues of interest at the national and local levels; and,

7. To ensure a One-VA approach to national joint labor relations training.

D. Membership

1. NCA – 1 member

2. VHA – 1 member

3. VBA – 1 member

4. LMR – 1 member

5. OI&T – 1 member

6. EES – 1 member

7. AFGE – 6 members

8. AFGE support – 1 member (non-voting)

9. LMR support – 1 member (non-voting)

E. Structure and Decision Making Process:

1. There shall be six Department members and six Union members;

2. Co-chairpersons will represent the Union and the Department and will serve for two years. The responsibility for chairing the meetings will be rotated between the chairpersons;

3. The NTEC will meet quarterly;

4. Each year the NTEC will determine the agenda for the following year;

5. Conference calls will be scheduled every two months and additional calls will be scheduled if needed;

6. The Department will fund the travel and per diem for meetings of the NTEC;

7. The Union will commit members to participate on curriculum development subgroups and to participate as instructors in joint training;

8. Decisions will be made by using the consensus approach that integrates the interests of the parties (if consensus is not reached by the NTEC, the chairs will attempt to resolve the dispute); and,

9. Minutes will be recorded at each meeting and distributed to each member for review and comment, and then distributed as appropriate.

F. Definitions:

1. Joint training - training agreed to by both parties.

2. National joint training - national labor relations training mutually agreed to and developed by both the Union and Department to address mutual needs/concerns.

3. National focus training and education - labor relations training which is global in content to assure uniformity and consistency at all levels.

4. Intended audience of training and education - local union officials, stewards and representatives; Union national officials; first-level supervisors, managers and executives; Human Resources Management Officers and specialists; and employees.

G. Desired Outcomes:

1. More efficient use of resources through better collaboration and coordination of training and education activities affecting the Union and the Department;

2. Foster clear and effective communication mechanisms between the Union and the Department to ensure better collaboration;

3. Improve the relationship between the Union and the Department through collaborative and coordinated training and education activities;

4. Maximize participation in joint training and education at all levels;

5. Improve access to labor relations training at all levels; and,

6. Develop outcome measures to demonstrate success.

H. Additions:

The NTEC may add to this section, by mutual agreement.

ARTICLE 5 - LABOR-MANAGEMENT COMMITTEE

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. The Department will authorize official time (if otherwise in a duty status) and travel and per diem for the five National Veterans Affairs Council Officers, fifteen District Representatives, five National Safety and Health Representatives, and twelve National Representatives, or alternates, for participation in these meetings. The parties will exchange agenda items sufficiently in advance so that arrangements can be made for appropriate representation. The Union will provide the Department 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.

ARTICLE 6 - ALTERNATIVE DISPUTE RESOLUTION

Section 1 - Commitment

The Department and the Union are committed to the use of ADR problem-solving methods to foster a good labor-management relationship. The Union and Department at all levels should be committed to the use of ADR problem-solving methods as a priority to resolve disputed matters. Those involved in the development and use of an ADR system shall be trained in the principles and methods of ADR.

Section 2 - Definitions and Intentions

A. ADR is an informal process which seeks early resolution of employee(s), labor, and management disputes.

B. Any ADR process must be jointly designed by the Union and the Department. ADR should be effective, timely, and efficient. It should focus on conflict resolution and problem-solving and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary.

C. ADR may be used in the context of labor-management cooperation.

D. The parties agree to ongoing evaluation to improve the process.

Section 3 - Rights and Responsibilities

A. The parties have the responsibility of informing employees and management officials of the ADR option to resolve disputes. ADR should be undertaken in good faith and not circumscribed by formal rules and regulations.

B. Both parties will:

1. Respond to questions about the ADR process;

2. Provide information to employees on the ADR process; and,

3. Help employees complete the designated ADR form.

C. Employees may utilize the ADR process to resolve individual concerns with the mutual consent of the Union and the Department. However, the parties agree to encourage the use of ADR except for the most egregious or frivolous matters.

D. Disputes resolved by ADR are final when written and signed. The Union and the Department will have the right to participate in all stages of the ADR process. This is in addition to an employee's right to Union representation.

E. ADR resolutions shall not set precedent unless agreed to by the parties. Resolutions under ADR cannot conflict with or supersede agreements between the parties.

F. Once an employee elects to use an ADR process, the Union has a right to participate in that process. This right is in addition to an employee's right to Union representation.

Section 4 - Implementation

A. ADR is an appropriate subject matter for local negotiations.

B. ADR agreements must state the objective of all parties as well as a commitment from all parties to resolve their disputes in a non-adversarial environment.

C. The parties at all levels shall jointly adopt an ADR problem-solving method that will include mutually agreed upon third parties. ADR methods may include but are not limited to early neutral evaluation, mediation, interest-based problem solving, peer review, conciliation, facilitation, and neutral fact-finding.

D. ADR methods may be used prior to or during a grievance/arbitration or statutory appeal. In the use of ADR processes, contractual time frames will be stayed by mutual agreement. Statutory time frames cannot be stayed.

E. ADR data that is collected nationally for the use of the VA ADR Steering Committee will be provided to the Union member of that committee.

Section 5 - Characteristics

A. Characteristics of a successful ADR program generally include:

1. The program is designed in cooperation with the local union;
2. Employees are educated on and made aware of the program;
3. All parties are encouraged to use the process and resolve workplace conflict at the earliest stage possible;
4. Adequate resources are allocated to the development and maintenance of the program;
5. The process is evaluated on an on-going basis; and,
6. Mediators and facilitators are adequately trained.

B. Successful mediators and facilitators generally are able to:

1. Assist the parties in identifying the issues;
2. Foster joint problem-solving;
3. Explore settlement opportunities;
4. Maintain strict neutrality;
5. Maintain complete confidentiality;

6. Structure the session so there will be an exchange of information;
7. Consider options to resolve issues;
8. Assist the parties in developing skills for defusing emotions; and,
9. Assist in developing a settlement agreement with the concurrence of all parties.

ARTICLE 7 - QUALITY PROGRAMS

Section 1 - Introduction

A. Both parties recognize the importance of a strong commitment to comprehensive quality programs in the Department. Service to the veteran is the cornerstone of the relationship between the Department and employees.

B. Both parties agree that a successful quality program must empower all employees to fully participate in the development and implementation of Department programs and processes. The Department recognizes the Union as the exclusive bargaining unit representative in implementing, maintaining, and improving these quality programs. Participation of bargaining unit employees in the Department's quality programs is a matter left to the discretion of the Union in its role on the facility Quality Council.

Section 2 - General

A. The Quality Programs referred to in this article are to include Quality Programs initiated by the Department utilizing methods (such as LEAN, Six Sigma, Baldridge Criteria and Systems Redesign) aimed at reviewing and improving Department programs and processes.

B. Both parties agree that the commitment of the local facility Director and local union President is critical for success of Quality Programs.

C. Bargaining unit employees who spend time on Quality Programs initiated by the Department in a nonrepresentational capacity will be on duty time. Bargaining unit employees serving in a union representational capacity will be on official time. This official time will not be counted against any allocated official time as described in this agreement.

D. Time spent on Quality Programs initiated by the Department will be considered duty time.

E. It is recognized that all levels of the Department and the Union are responsible for successful implementation, maintenance, and improvement of quality programs. Therefore, the parties should strive for open communication, developing teamwork, sharing of information, integration and acceptance of the union/management role, reduced paperwork, improved work processes, etc.

F. It is in the interest of both parties that there be a sharing and communication of information regarding, e.g., Joint Commission, requirements, processes, and results.

Section 3 - Quality Programs Council Charter

The following is the Charter agreed to by the parties.

VA QUALITY COUNCIL CHARTER FOR QUALITY PROGRAMS

I. PURPOSE

This charter establishes a National Quality Council (NQC/work group) and quality councils throughout the Department. Members of the councils will demonstrate continuing commitment to the principles and practices of quality improvement both as council members and as participants in their respective organizations.

II. SCOPE

A. This charter applies to quality programs within the VA.

B. Both the Department and the AFGE National VA Council (NVAC) mutually agree that the scope of the agreement will be limited to process, programs, and related issues as covered by this charter. The Councils/Teams will not establish projects which are matters solely and properly subject to collective bargaining, matters currently covered by the Master Agreement, and individual/employee grievances and problems or other appeals/complaints processes as projects. The AFGE NVAC will communicate this requirement to their locally appointed quality representatives. The Department will similarly communicate this requirement.

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.

D. The Department and the union recognize that, in order for quality programs to be a successful tool in problem solving, the parties may agree to depart from the Federal Labor Management Relations Statute in such areas as the parties' rights and the negotiability of subjects.

E. No bargaining unit employees will be coerced or intimidated into participating in Quality Improvement Teams (QITs). Participation in the process is entirely voluntary.

F. Union and management will recognize each other as legitimate customers in their everyday dealings with each other.

III. GENERAL ROLES OF VA and AFGE

The Department and the NVAC serve as champions of quality throughout the organization. The National Quality Council and other work teams/groups, will provide an environment that supports employee involvement, contribution, teamwork, and a positive atmosphere of trust/respect between management and employees.

IV. QUALITY COUNCILS/WORK GROUPS - GENERAL

A. Purpose:

1. All Quality Councils/work groups will foster quality improvement by:

   a. Providing visible leadership,

   b. Encouraging subordinate managers and employees to use quality improvement techniques, and

c. Fostering the integration of quality improvement with management support systems. Such systems include, e.g., strategic planning, performance management, and awards and recognition.

B. Organization and membership:

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. All members will make every effort to attend the meetings. All quality council members must have had quality improvement awareness training. The union and the Department, respectively, will endeavor to select employees who they feel best represent the various components of the organizational entity.

V. THE NATIONAL QUALITY COUNCIL

A. Purpose

1. Serves as the model for VA's quality improvement effort,

2. Provides leadership to foster quality improvement within VA, and,

3. Supports the integration of quality improvement in the day-to-day operations of VA.

B. Membership

1. 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.

2. Each member of the Council will normally serve a minimum of 18 months. The Council will be co-chaired by the union and management.

C. Function

The NQC/work group fosters implementation of quality improvement by:

1. Examining the Department's Mission of the Quality Improvement (QI) Program and promoting the goals and principles established in it;

2. As necessary, establishing cross-functional and other projects designed to foster quality improvement throughout VA;

3. Providing assistance and support to other Councils/work groups;

4. Reviewing positive/negative quality improvement experiences from specific facilities as presented by NQC members;

5. Establishing guidance, procedures, and format for implementing quality improvement projects at the NQC/work group level; and,

6. Operating under the rules and procedures specified in Appendix A.

VI. REGIONAL/AREA COUNCILS

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.

VII. FACILITY QUALITY COUNCILS

A. Where practicable, based upon the size of the activity, each activity will establish a Facility Quality Council (FQC/work group) or work group. Each FQC/work group will operate under a charter which includes at a minimum a statement of purpose, organization, membership, responsibilities, and functions. However, if the parties mutually agree, they may combine the functions of the FQC/work group into any facility partnership council.

B. Membership. The membership shall be personnel who work at the facility. Each council and/or work group will have co-chairs selected by consensus of the membership. The co-chairs may be rotated periodically.

C. Responsibilities

1. Promote quality improvement goals and principles,

2. Identify quality improvement opportunities, and

3. Recognize participation and accomplishments in the quality improvement process.

D. Procedures

Each QC/work group will establish its own operating procedures, deciding such issues as frequency of meetings, communication processes, and membership tenure. All QC/work groups have the option to invite additional people to their meetings when the need for additional expertise arises. All QC/work groups will make decisions based on consensus.

1. QC/work groups are encouraged to use an experienced facilitator for conducting Council meetings for the first year.

2. All quality council/work group meetings will be conducted during normal duty hours with the following exception: meetings may be held during normal/regular lunch or break periods with consensus of the council or team. Any overtime related to Quality Council/work group work will be paid in accordance with governing directives and law. Union representative participation shall be considered official time. This official time will not be counted against any allocated official time as described in this agreement.

3. Quality Councils sponsor QIT activities. The Councils:

a. Determine the scope of the processes to be examined (e.g., is it a local or cross-component issue?);

b. Prioritize and select processes for team action in their scope of authority (office staffing needs and workloads will necessarily be considered in making these decisions);

c. Solicit volunteers and select team members, based on the particular skills and expertise needed by the team;

d. Monitor and support teams and individuals working on quality efforts, including obtaining or providing necessary training;

e. Obtain periodic reports from active teams; and,

f. Obtain administrative support as necessary.

4. QC/work groups receive recommendations from the QITs they have sponsored. They:

   a. Review all recommendations from their teams;

   b. Determine whether each recommendation is within their scope of authority to implement; and,

   c. Determine whether a recommendation should be referred to a higher level within the facility because of scope.

5. Implementation of recommendation from QITs will be handled as follows:

   a. The Service/Division Quality Council (S/DQC)/work groups will recommend to appropriate management quality improvement changes which can be implemented at the local level.

   b. When practicable based upon the size of the facility, the FQC/work group will receive recommendations from QITs they have sponsored and from the S/DQC/work groups. The FQC/work group will recommend to the appropriate senior management official those quality improvement changes that can be implemented at the Facility level.

   c. The QIT recommendations may be adopted and implemented, returned to a QIT for reconsideration, or rejected. On a timely basis, reconsidered or rejected recommendations will be accompanied by a clear, reasoned explanation to the QIT.

   d. Quality councils at the facility can approve projects within their scope and authority for QIT consideration. Projects involving cross-functional areas must be approved by the appropriate quality council (national, facility, or service/division).

VIII. QUALITY IMPROVEMENT TEAMS

A. PURPOSE

The purpose of QITs is to conduct quality improvement projects which will result in improved VA operations.

B. SCOPE OF PROJECTS

1. The Sponsoring Council will define the purpose and scope of each quality improvement project.

2. QI initiatives will not focus on or result in loss of grade, pay, or bargaining unit positions (i.e. reduction in staffing).

C. MEMBERSHIP

1. QIT members will be appointed by the appropriate Quality Council and may be drawn from employees in a VA component and representatives of outside groups, such as VA customers and partners who are closely associated with a particular process. The union may, at its discretion, designate a representative to fully participate as a member on each QIT without the need to use official time. The union representative will be appointed at the same time as other members of the QIT.

2. Employee participation in QI is voluntary. Employees may resign from the team at any time by notifying a Team Leader in writing. Employees will be fully informed concerning QI objectives and processes before their participation is requested. Employees will not be disadvantaged if they choose not to volunteer to serve on a team.

3. Prior to serving on a team, employees will be trained on QI techniques.

D. TEAM LEADERS

1. Are selected by the QIT, or QC/work group;

2. May be any member of the team; and

3. Are responsible for calling meetings, communicating resource needs (e.g., personnel, training, funding, and equipment) and keeping the Council informed.

E. TEAM FACILITATORS

Team facilitators will be chosen by the Sponsoring QC/work group and should be from outside the team. The facilitator must be trained in QI problem solving methods and group dynamics. The facilitator may help in selecting and using problem-solving tools, train members of the team in their use, and help guide discussions.

F. UNION PARTICIPATION AND OFFICIAL TIME

1. The union has the right to be present at all QIT Meetings. The union will determine who the representative will be at the team meetings, and in the event that he/she cannot be released from duty, the union may designate another representative or request the meeting be postponed until they are available.

2. The union will be provided the same advance notice of meetings that team members receive. Official time to attend such meetings, not to exceed a total of 5 hours per week/facility, shall be in addition to any official time presently allowed by local agreements.

G. PROCEDURES

1. Descriptions of improvement projects will be accessible to all facilities and QITs via computer, where practicable, based upon the size of the facility.

2. All QIT meetings will be conducted during normal duty hours with the following exception: meetings may be held during normal/regular lunch or break periods with consensus of the team. Any overtime related to QIT work will be paid in accordance with governing directives and law. Union representative participation shall be considered official time. This official time will not be counted against any allocated official time as described in this agreement.

3. Quality improvement projects will be selected by Quality Councils and/or QITs. When a QIT has selected a quality improvement project, the project will be submitted to the Quality Council for approval. Each QIT member will be trained in QI techniques and will apply those techniques towards the successful completion of the improvement project(s) on which the team is working.

4. To the extent possible, teams will receive the support they need for projects. Projects not self-generated will be defined and presented to the team. Team members who happen to be Union representatives will serve on the team as employees, not as the Union's representative.

5. QIT meetings are to be scheduled on a regular basis. Management will make every effort to insure that bargaining unit team members are released from normal duties to attend meetings.

6. The Sponsoring Council and/or management are responsible, to the extent possible, for providing teams access to data, staff, and contractors and with resources (training, travel funds, equipment, office supplies, facilities, time, etc.) necessary to carry out the quality improvement project.

H. PERFORMANCE APPRAISALS

No adverse inference will be made in performance appraisals for professionally expressed opinions or positions taken on QIT issues by employees serving on QITs, or by employees not serving on QITs. Time spent performing QIT activities will not be evaluated in relation to performance standards of the employees' regular positions.

I. AWARDS

Any awards provided to QI teams will be group awards. Monetary awards for employees not participating on QI teams will not be adversely affected due to non-participation.

IX. TRAINING

A. Every effort will be made to provide QI awareness training to all employees. The union's on-site representatives located in each local facility will be trained at the same time as other bargaining unit employees in the facility. If multiple sessions are required, the union representative will be offered attendance in the first session held at his/her facility.

B. VA management agrees to provide facilitator training courses for those employees selected to serve as facilitators.

C. Management and union/bargaining unit employees will receive training appropriate to their QI task or responsibility.

X. COMMUNICATION/PUBLIC RELATIONS

A. All existing "Mission Statements" will be jointly examined by the appropriate Quality Council with changes made as necessary. All new "Mission Statements" will be jointly developed by the appropriate Quality Council.

B. All QI publications, memoranda, circulars, directives, etc., unique to AFGE will be identified by both the official VA and union logos.

XI. MANAGEMENT RESPONSIBILITIES

A. Local Management

1. Local management will reimburse employee authorized travel and other authorized expenses related to QI training and Council/Team participation.

2. The impact of QI Council/Team meetings and workload/tasking will be recognized by supervisors as valid work and appropriate/necessary adjustments will be made to employees' normal work loads, concerning due date extensions, workload counts, and deadlines.

B. Central Office (CO) management will provide administrative support to the NQC/work group. Specifically, CO will:

1. Provide overall staff support to the NQC/work group.

2. Record, disseminate and modify/amend the minutes of all meetings of the NQC/work group.

3. Compile, distribute, and maintain a QI bibliography.

4. Share expertise in the quality field with the Facility Councils.

5. Maintain an inventory of QI courses and serve as liaison with the training coordinators of the Department.

6. Support the NQC/work group in issuing the newsletter and in other communication efforts.

7. Provide support and assistance to quality councils, as necessary.

XII. NOTICE

A. Any local QI agreement(s) in conflict with this charter will be superseded by this charter in those specific areas where the conflict exists.

B. It is understood that QI now exists at some facilities and that it will require an expeditious transition period to implement all features of this QI national agreement. The transition period will be no more than one hundred twenty (120) days from receipt of this program at the local station or conclusion of local bargaining, whichever is later, and less than one hundred twenty (120) days where possible.

C. The composition of QITs in existence prior to the effective date of this agreement shall not be affected by this agreement. Each facility will notify the local union of the QITs in existence prior to the effective date of this agreement.

D. It is recognized by both parties that QI projects are initiated at all levels. 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.

XIII. DURATION

Both the union and management recognize that to achieve cultural transformation, many changes in the operating process have to occur; therefore, either party may give written notice to reopen this charter 30 to 60 calendar days prior to the first annual anniversary of this charter. The request for renegotiating the provision(s) of this charter shall be in writing and submitted 30 days prior to beginning the negotiations. If reopened, all provisions of this charter shall remain in effect until conclusion of negotiations unless otherwise mutually agreed. Participation by an individual employee in the QI effort remains voluntary despite any opposing position by management or the union. Participation in the QI effort remains voluntary. While either party may withdraw from the agreement at any time after 1 year, the parties are committed to utilizing QI for 1 year from the conclusion of their transition period or the establishment of a program. Both union and management will consider withdrawal as the option of last resort only after extensive discussion and consultation fail to resolve a problem. The union maintains that participation in QI is a union permissive right.

XIV. TRAINING

The Department will provide joint training to the parties prior to implementation of the QI Program at the facility. The parties agree that the Department will provide the necessary resources and training to ensure a successful program.

APPENDIX A

The National Quality Council will adhere to the following rules and behaviors:

1. The Council meetings will be attended by principals/designees only. Every effort will be made to insure principals/designees are available for meetings. Observers, technical experts, and presenters may be invited to attend Council meetings in a non-voting/participating capacity. Any member may request to be briefed on decisions made at a previous meeting if the member was not in attendance when the decisions were made.

2. The Chairperson will designate a Council member in their absence to chair Council meetings.

3. The Council will operate by consensus decision-making. Consensus shall be defined as stated in Webster's Ninth New Collegiate Dictionary or newer edition.

4. A quorum must be present to conduct official business, with a quorum consisting of two thirds of the members.

5. An agenda will be prepared in advance for each meeting of the NQC/work group with each member being given the opportunity to submit items.

6. Discussion and decisions of the NQC/work group will be recorded in meeting reports and sent in draft to the members for approval before publication.

7. Facilitators will be obtained when needed. Facilitators will remain neutral and will not participate in decisions.

EMPLOYEE RIGHTS AND PRIVILEGES

ARTICLE 8 - CHILD CARE

Section 1 - Policy and Purpose

The parties recognize that working parents may have special child care needs during working hours. The parties recognize the need for such parents to secure appropriate child care arrangements. The Department will continue its efforts to secure adequate funding in order to support and foster child care services for its employees.

Section 2 - Child Care Activities

A. The Department will continue to provide and/or support various activities in order to meet ongoing child care needs. These may include, but are not limited to, such things as child care and parenting information, child care resource and referral information, workshops, and counseling as available through the Employee Assistance Program.

B. It is the Department's intention to utilize available funds nationwide to foster local solutions to child care needs. These may include construction of on-site facilities or near-site facilities, participation in shared facilities with other federal agencies, establishment of mini-centers, or other child care services.

C. In accordance with PL 101-509 of the 1991 GSA Appropriations Act, the Department agrees to pay legally permissible expenses for training, conferences, or other meetings in connection with the provision of child care services for persons employed to provide child care services if the Department determines that such training, etc., is relevant and necessary. The Department also agrees to pay similar expenses for Department employees who have oversight responsibilities for the operation of child care facilities, i.e., members of local child care Committees and Boards of Directors, if it is determined such training is relevant and necessary.

D. The head of each facility or appropriate designee will provide inquiring employees with current listings of the qualified, licensed child care centers in the immediate area. Recognizing that a broad range of child care needs exists in compiling such listings, management will request specific information i.e., age groups served, types of programs offered, and special needs programs.

Section 3 - Local Child Care Committees

A. 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.

B. The Committee will have the opportunity to review and make recommendations which will be considered in the design of the facility. The Committee will participate in the selection of the child care provider.

C. 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.

D. Bargaining unit employees who perform Child Care Committee functions in a nonrepresentational capacity will be on duty time. Bargaining unit employees serving in a union representational capacity will be on official time. This official time will not be counted against any allocated official time as described in this agreement.

Section 4 - Employee Needs

A. It is agreed that the responsible official will grant emergency annual leave requests and consider emergency requests for leave without pay brought about by unexpected changes in child care arrangements, contingent upon operational exigency.

B. The Department agrees to utilize programs which may assist employees with child care needs; for example, part-time employment, job sharing, leave, flextime, etc.

C. The Department recognizes that it may be necessary for employees to contact child care providers during duty hours.

Section 5 - Facilities

In accordance with 40 USC 490(b), the Department will provide space, equipment, furnishings, and other services necessary to support the operation of each child care facility on federal property.

Section 6 - Miscellaneous

The parties agree that this Article will not delay or impact any pending child care initiatives. The Union will be kept informed of the child care initiatives.

ARTICLE 9 - CLASSIFICATION

Section 1 - General

A. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series, code, and grade.

B. Title 5 position descriptions (PD) must clearly and concisely state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position.

C. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment and upon request. In order to ensure accurate PDs, the term "other duties as assigned" should not be used to assign duties that are not related to the employee's position. In such instances, the employee should discuss these duties with the supervisor to determine whether the PD is accurate. The Department reserves its right to assign work that is not in the PD. If that occurs on a regular basis, the PD must be revised to accurately reflect the job duties.

D. Position descriptions will be kept current and accurate, and positions will be classified properly. Employees shall be properly compensated for duties performed on a regular and recurring basis. Changes to a position will be incorporated in the PD to assure that the position is correctly classified/graded to the proper title, series, and grade. Incidental changes may be made in the form of pen and ink notations on the PD as requested by the Department. 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.

E. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the Human Resources Manager or appropriate staff member who will explain the basis for the classification/job grading. An employee and/or the local union, upon request, will have access to the PD, evaluation report, if available, organizational and functional charts, and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. When a desk audit is conducted it will be completed within 90 days of the local union or employee request. This time frame may be extended by mutual consent. As appropriate, desk audits will be performed at the employee's work station. If the employee still believes there is an inequity, an appeal may be filed with the Department or Office of Personnel Management (OPM), as appropriate. An employee may file a classification/job grading appeal at any time through appropriate channels whether or not this informal classification review process was followed.

F. The Department will meet and confer with the local union on procedures pertaining to systematic position classification and special maintenance reviews.

G. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated, and classified according to series, title, and grade.

H. No position(s) will be downgraded without a thorough review. For a downgraded position, the employee's pay and grade will be maintained on an incumbent basis in accordance with law and regulations.

I. Delegations of authority for the classification of positions will be specified in Department policies and regulations.

Section 2 - Classification Standards

A. Title 5 positions will be classified by comparing the duties, responsibilities, and supervisory relationships in the official PD with the appropriate classification and job grading standard.

B. The Department will apply newly issued OPM classification and job grading standards within a reasonable period of time. The local union will be provided with copies of new standards. Current standards will be provided upon request.

C. The Department will provide the Union with copies of any Department guidance provided to OPM in connection with any classification standards.

Section 3 - Classification Appeals

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.

B. Employees or their representatives are encouraged to submit their classification/job grading appeals through the local Human Resources Management (HRM) office. 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. However, this does not preclude an employee from filing a classification/job grading appeal directly to the Department or OPM, as appropriate.

C. An employee who files a classification appeal is entitled to a copy of the classification appeal file. The local union is entitled to the same material, upon request.

D. General Schedule (GS) and Federal Wage System (FWS) employees who file appeals with the Department concerning the title, series and grade, and/or coverage of their position will have their appeal decided within a reasonable period of time with a goal of 60 days from the date the Appeals Office receives a completed application. Classification appeal decisions will be forwarded to the local union.

Section 4 - Effective Date

The effective date of a personnel action taken as a result of an appeal should not be later than the beginning of the fourth pay period following the date of the decision.

ARTICLE 10 - COMPETENCE

A. The Department shall train bargaining unit employees on all new equipment, technology changes, and clinical procedures needed to perform the duties of their job. For employees who are subject to production and timeliness standards, the training time will be excluded from the production or timeliness standard.

B. Competencies established for an employee's position shall be in writing and communicated to the employee when the employee enters a position or when a new competency is established for the employee's position.

C. Prior to the assignment of an out of the ordinary duty, employees shall be encouraged to state if they feel that this is an area that they need to review. The request should not be used punitively against them and the review shall be authorized by the Department.

D. The local union shall have input into the training of employees who are expected to cross cover areas.

E. If problems arise with employees' competencies, remedial training shall be afforded.

F. Competencies must not exceed the scope of licensure, registration, or certification, whichever is applicable.

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.

H. Disputes over the matters that may be bargained concerning competencies may be referred to partnerships or the equivalent at the appropriate level.

I. For the purposes covered by this Agreement, competencies as such shall not be used for performance evaluations, as replacements for or additions to performance standards, or as qualification standards.

ARTICLE 11 - CONTRACTING OUT

Section 1 - Periodic Briefings

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.

Section 2 - Site Visits

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. A local union representative may attend such a site visit.

Section 3 - Union Notification

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.

Section 4 - Employee Placement

When employees are adversely affected by a decision to contract out, the Department will make maximum effort to find available positions for employees. This effort will include:

A. Giving priority consideration for available positions within the Department;

B. Establishing an employment priority list and a placement program; and,

C. Paying reasonable costs for training and relocation that contribute to placement.

Section 5 - Inventory of Commercial Activities

The Department will maintain an inventory of all in-house commercial activities performed by the Department and will update this inventory annually. The inventory will include information on all completed cost comparisons and will be made available to the Union upon request.

Section 6 - Reopener

The parties agree that any agreement reached in Mid-term Bargaining regarding Contracting Out may be incorporated in this Agreement.

ARTICLE 12 - DETAILS AND TEMPORARY PROMOTIONS

Section 1 - General

A. A detail is the temporary assignment of an employee to a different position for a specified period of time, with the employee returning to his or her regular duties at the end of the detail. Details are intended only for the needs of the Department's work requirements when necessary services cannot be obtained by other desirable or practicable means.

B. Employees shall be recognized for the work they perform. Details of one week or more shall be recorded and maintained in the Official Personnel Folder/electronic Official Personnel Folder (OPF/eOPF). In addition, employees may document in the eOPF details of less than one week, by submitting an SF-172 or a memorandum.

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.

D. The following procedures shall apply when offering noncompetitive details of 10 consecutive workdays or more to both classified and unclassified positions:

1. The Department will canvass the qualified employees to determine if anyone wishes to be detailed. If the same number of volunteers as vacancies exist, they shall be selected. If an employee believes he/she is qualified and is excluded from consideration for a detail because of lack of qualifications, the Department, upon request of the local union, will articulate in writing the qualifications required for performance of the detail that the employee lacks.

2. If more employees volunteer than vacancies exist, the Department will select from the qualified volunteers. Seniority will be the selection criterion, except when management demonstrates and determines that the position to which an employee will be detailed requires unique skills and abilities that are not possessed by another qualified employee or that a medical or operational need requires or precludes the detail of a particular employee.

3. If there are no volunteers, then the least senior qualified employee(s) will be selected, except when the Department demonstrates and determines that the position to which an employee will be detailed requires unique skills and abilities that are not possessed by another qualified employee or that a medical or operational need requires or precludes the detail of a particular employee or when the Department makes a detail to accommodate a substantiated medical or health problem.

4. If there are fewer volunteers than vacancies, then the volunteers will be selected and additional persons will be selected as in Paragraph D. 3 in this section.

5. Seniority shall be defined locally through negotiations between the local union and the Department. Examples include service computation date, continuous service in the Department, continuous service in the facility, continuous government-wide service, and service time in a work unit. Once established, the definition of seniority will not be changed for the duration of the Master Agreement.

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.

F. For details outside of the duty station, a case-by-case analysis must be done comparing the distance from the old duty station to the employee's residence versus the distance from the new duty station to the employee's residence. When a significant difference exists, the employee shall be given duty time for travel commensurate with the new duty station.

Section 2 - Temporary Promotions

A. Employees detailed to a higher graded position for a period of more than 10 consecutive work days must be temporarily promoted. The employee will be paid for the temporary promotion beginning the first day of the detail. The temporary promotion should be initiated at the earliest date it is known by the Department that the detail is expected to exceed 10 consecutive work days. 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. For the purposes of this section, a GS employee, who performs the grade-controlling duties of a higher-graded position for at least 25% of his/her time for 10 consecutive work days or a FWS employee who performs higher-graded duties on a regular and recurring basis, shall be temporarily promoted. A Title 38 or Hybrid Title 38 employee who is detailed to a higher-graded assignment shall be referred, at the effective date of the detail, to a Professional Standards Board for expedited promotion consideration. The Professional Standards Board will be held within 30 days of the effective date of the detail. The approving official should issue the decision as soon as possible.

B. Title 5 temporary promotions in excess of 60 calendar days shall be filled through competitive procedures under Article 23 - Merit Promotion as though the promotion were permanent. Temporary promotions of 60 days or less shall be made in accordance with Section 1.

Section 3 - Detail to Lower-Graded Duties

Should the requirements of the Department necessitate a detail to a lower-level graded position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

Section 4 - Representatives

The Department will make every effort to avoid placing a local union representative on a detail that would prevent that individual from performing representational functions. 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.

Section 5 - Details for Medical Reasons

A. Employees who are temporarily unable to perform their assigned duties as certified by a health care provider may voluntarily submit a written request to the Department for temporary assignment to duties commensurate with the serious injury or illness and the employee's qualifications. The request will be accompanied by medical certification. The Department may require that such requests be reviewed by a Federal Medical Officer for medical sufficiency and appropriate recommendations. The Department will consider such requests in accordance with applicable rules and regulations and medical recommendations. The Department will, to the extent that it is operationally feasible, temporarily reassign the employee to an appropriate vacancy or duties and responsibilities within his/her own service/section. Such reassignment will be commensurate with the employee's limitations and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified.

B. This section does not provide the procedures for employees affected by job-related injuries or who request reasonable accommodation; those subjects are addressed in other articles of this Agreement.

Section 6 - Local Negotiations

The parties at the local level may negotiate additional procedures for details and temporary promotions.

Section 7- Rotations

When the rotation of employees through higher-graded positions has the effect that compensation at the higher grade is avoided, the Department will comply with government-wide regulations.

ARTICLE 13 - REASSIGNMENT, SHIFT CHANGES, AND RELOCATIONS

Section 1 - General

A. Definition

For purposes of this Article, a reassignment means a change of an employee from one position to another while serving continuously within the Department, without promotion or demotion. Because they are permanent, all reassignments will be documented in the employee's electronic Official Personnel Folder (eOPF).

B. Reassignments in connection with reductions in force for Title 38 staffing adjustments are not governed by this Article, but are governed by procedures similar to Title 5 Reduction in Force (RIF) procedures.

C. If a reassignment, shift change, or relocation of a Title 38 employee involves an issue of professional conduct or competence, then 38 USC 7422 applies.

D. Reassignments shall not be used as punishment, harassment, or reprisal.

E. If more employees volunteer than vacancies exist, the Department will select from the qualified volunteers. Seniority will be the selection criterion. If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

F. Seniority shall be defined locally.

G. Reassignment to a position that provides specialized experience that the employee does not already have and is required for subsequent promotion to a designated higher-graded position and/or to a position with known promotion potential must be made on a competitive basis. All excepted service reassignments shall be done fairly and equitably, with a full opportunity for the employee to be reassigned.

H. The request of an employee seeking reassignment shall be entitled to prompt and fair consideration.

Section 2 - Local Bargaining

The parties agree that reassignment is a subject appropriate for local bargaining. General areas which should be addressed include, but are not limited to:

A. Posting of job notices;

B. Submitting voluntary requests;

C. Consideration of requests; and,

D. Notification of reassignments.

Section 3 - Shift Change and Relocation

The parties recognize that giving consideration to seniority promotes improved employee morale and productivity. Employees may request to relocate from one area of the local duty station to another (or from one shift to another) in the same position, title, and series within the same service and with the same advancement potential. In filling such vacancy, seniority will be considered and the request will be granted if the employee has the requisite skills and abilities provided such relocation would be consistent with effective and efficient staffing. The Department reserves the right to make the assignments based on other good faith considerations in assuring effective management of the work force.

Section 4 - Voluntary Requests for Reassignment

Employees may, in writing, make the following requests under the following conditions:

A. Types of Requests:

1. To work a particular shift within a work area (days, evenings and nights);

2. To work in a particular work location within the same shift (e.g. Building 4 second/pm shift);

3. To work in a particular building or work unit (e.g., Building 5 or Building 4-5E);

4. To be given relief assignments within the same shift on a continuing basis (e.g. an Environmental Management Service Housekeeping Aide or Nutrition & Food Service Worker relieves for two workers on their days off and a third employee on one day off. Examples of voluntary requests may include, but are not limited to the following: Housekeeping Aide, WG-2, to Laundry Worker, WG-2; Nursing Assistant, GS-4, to Health Technician, GS-4; File Clerk, GS-4 to Mail Clerk, GS-4);

5. To be reassigned to another facility;

6. Any additional types as negotiated locally.

B. Conditions:

1. An available vacancy must exist;

2. The employee must meet basic qualifications for the position (grade, title, and physical requirements);

3. The employee must be performing at an acceptable level of performance;

4. Requests for voluntary reassignments will be considered;

   a. First, within the work area

   b. Second, within the building and/or service

c. Third, within the duty station

5. The selected employee shall normally be released and reassigned within two pay periods after written notification.

6. Requests will remain active and on file until rescinded by the employee.

Disputes involving reassignments shall be resolved through the negotiated grievance procedure.

Section 5 - Administrative/Involuntary Reassignments

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. Reassignments that are noted in other articles, such as but not limited to, Discipline, Investigations, Performance, Workers' Compensation, RIF, and Reasonable Accommodation, shall follow the procedural requirements found within those respective articles.

Section 6 - Leave

All leave previously requested and approved will be transferred with the employee.

Section 7 - Relocation Expenses

An employee whose duty station changes either involuntarily not for cause or due to promotion shall be entitled to relocation expenses in accordance with regulations. Employees who request to relocate, absent a promotion, may be entitled to relocation expenses.

Section 8 - Voluntary Reduction in Grade

Prior to acting on an employee's request for a voluntary reduction in grade, the Department will assure that:

A. The employee has been fully apprised in writing about the effects of such an action; and,

B. The employee has been given an explanation of other alternatives relevant to the particular case.

Section 9 - Reassignments for Medical Reasons

A. Employees who are unable to perform their assigned duties as certified by a health care provider may voluntarily submit a written request to the Department for assignment to duties commensurate with the serious injury or illness and the employee's qualifications. The request will be accompanied by medical certification. The Department may require that such

requests be reviewed by a federal medical officer for medical sufficiency and appropriate recommendations. The Department will consider such requests in accordance with applicable rules and regulations and medical recommendations.

B. The Department will, to the extent that it is operationally feasible, reassign the employee to an appropriate vacancy or duties and responsibilities within his/her own service/section. Such reassignment will be commensurate with the employee's limitations and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified.

C. This section does not provide the procedures for employees affected by job-related injuries or who request reasonable accommodation; those subjects are addressed in other articles of this Agreement.

ARTICLE 14 - DISCIPLINE AND ADVERSE ACTION

Section 1 - General

The Department and the Union recognize that the public interest requires the maintenance of high standards of conduct. No bargaining unit employees will be subject to disciplinary action except for just and sufficient cause. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service. Actions based upon substantively unacceptable performance should be taken in accordance with Title 5, Chapter 43 and will be covered in Article 27 - Performance Appraisal System.

Section 2 - Definitions

For purposes of this article, the following definitions are used:

A. For Title 5 employees:

1. A disciplinary action is defined as admonishment, reprimand, or suspension of 14 calendar days or less and

2. Adverse actions are removals, suspensions of more than 14 calendars days, reduction in pay or grade, or furloughs of 30 calendar days or less.

B. For Title 38 employees:

1. A disciplinary action is defined as an admonishment or reprimand taken against an employee for misconduct and

2. A major adverse action is a suspension, transfer, reduction in grade, reduction in basic pay, or discharge taken against an employee for misconduct.

Section 3 - Removal of Disciplinary Actions

Admonishments and reprimands may be removed from an employee's files after a six month period. If an employee requests removal of such actions after six months, they should be removed if the purpose of the discipline has been served. In all cases, an admonishment should be removed from an employee's file after two years and a reprimand will be removed after three years.

Section 4 - Administrative Reassignment

Administrative reassignments will not be used as discipline against any employees, unless appropriate procedures are followed.

Section 5 - Alternative and Progressive Discipline

The parties agree to a concept of alternative discipline which shall be a subject for local negotiations. The parties also agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve employee behavior, rather than punish.

Section 6 - Fairness and Timeliness

Disciplinary actions must be consistent with applicable laws, regulations, policy, and accepted practice within the Department. Discipline will be applied fairly and equitably and will not be used to harass employees. Disciplinary actions will be timely based upon the circumstances and complexity of each case.

Section 7 - Processing Admonishments and Reprimands

A. An employee against whom an admonishment or reprimand is proposed is entitled to a 14 day advance written notice, unless the crime provisions are invoked. The notice will state the specific reasons for the proposed action. The Department agrees that the employee shall be given up to eight hours of time to review the evidence on which the notice of disciplinary action is based and that is being relied on to support the proposed action. Additional time may be granted on a case by case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee and/or his designated representative.

B. The employee or his representative may respond orally and/or in writing as soon as practical but no later than 10 calendars days from receipt of the proposed disciplinary action notice. The response may include written statements of persons having relevant information and/or appropriate evidence.

C. Extensions for replying to proposed disciplinary actions may be granted for good cause. The management official will issue a written decision at the earliest practicable date. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. The decision shall also include a statement as to whether any sustained charges arose out of "professional conduct or competence," and a statement of the employee's appeal rights. In responding to a proposed disciplinary action, the employee will be entitled to local union representation.

Section 8 - Processing Suspensions, Adverse Actions, and Major Adverse Actions

A. An employee against whom a suspension, adverse action, or major adverse action is proposed is entitled to 30 days advance written notice, except when the crime provisions have been invoked. The notice will state specific reasons for the proposed action. The Department agrees that the employee shall be given the opportunity to use up to eight hours of time to review the evidence on which the notice is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis. Upon request, one copy of any document(s) in the evidence file will be provided to the employee and his/her designated representative.

B. The employee and/or representative may respond orally and/or in writing as soon as practical but no later than 14 calendar days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. The Department has the right to restrict the response time to seven days when invoking the crime provision.

C. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown. The appropriate management official will issue a written decision at

least five days prior to the effective date. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. The decision shall also include a statement if any sustained charges arose out of "professional conduct or competence" and a statement of the employee's appeal rights. In responding to a proposed disciplinary action, the employee will be entitled to local union representation.

D. These provisions do not apply to probationary or trial employees.

Section 9 - Notice of Disciplinary Actions

A. Notice of a final decision to take disciplinary action shall be in writing and shall inform the employee of appeal and grievance rights and his/her right to representation. The employee will be given two copies of the notice; one copy may be furnished to the local union by the employee. The Department will inform the local union when it takes a disciplinary action against a unit employee.

B. Notices shall explain in detail the reasons for the action taken and all evidence relied upon to support the decision. The notice will also advise the employee how long the action will be maintained in his/her file. The supervisor shall discuss the notice with the employee. If the employee elects to have a Union representative present, the discussion will be delayed until the local union has an opportunity to furnish a representative.

Section 10 - Investigation of Disciplinary Actions

A. The Department will investigate an incident or situation as soon as possible to determine whether or not discipline is warranted. Ordinarily this inquiry will be made by the appropriate line supervisor. The employee who is the subject of the investigation will be informed of his/her right to representation before any questioning takes places or signed statements are obtained. Other employees questioned in connection with the incident who reasonably believe they may be subject to disciplinary action have the right to Union representation upon request.

B. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. In all cases, the information obtained will be documented. Supervisory notes may be used to support an action detrimental to an employee only when the notes have been shown to the employee in a timely manner after the occurrence of the act and a copy provided to an employee as provided for in Article 24 - Official Records.

ARTICLE 15 - EMPLOYEE ASSISTANCE

Section 1 - Program Purpose

The purpose of the Department's Employee Assistance Program (EAP) is the appropriate prevention, treatment and rehabilitation of employees with alcohol, drug abuse or other biopsychosocial problems that are adversely affecting the employee's job performance and/or conduct. Biopsychosocial problems may include physical, emotional, financial, marital, family, legal, or vocational issues. Employees who suspect they may have such a problem, even in the early stage, are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the individual(s) designated to provide such services. Supervisors are also encouraged to note when employees appear to be experiencing difficulties for which EAP may provide assistance, and to refer the employee to EAP for assistance. Early intervention may be helpful in returning the employee to full productivity. Employees and supervisors will be informed about the program annually.

Section 2 - Record of Participation

A. The Department will ensure that the confidentiality of medical records of employees concerning treatment for problems related to alcohol, drugs, emotional concerns, or other personal issues will be preserved in accordance with current public laws and OPM regulations.

B. After an employee is no longer participating in the program, records will be maintained confidentially and preserved in accordance with applicable laws and regulations.

Section 3 - Voluntary Participation

A. The Department will assure that no employee will have job security, performance rating, proficiency rating, or promotion opportunities jeopardized, or be subject to disciplinary action, adverse action or major adverse action, solely because of a request for counseling or referral assistance.

B. Although the existence and functions of counseling and referral programs will be publicized to employees, no employee will be required to participate or be penalized for merely declining referral to EAP services.

Section 4 - Confidentiality

A. The parties recognize that employee trust and confidence in the program are keys to its success. For that reason, all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations.

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

Section 5 - Relationship to Other Actions

A fundamental purpose of EAP is to assist employees with problems that may result in conduct or performance deficiencies. However, the program is not intended to shield employees from corrective action in all instances. For this reason, the Department will hold in abeyance a proposed corrective action so long as the employee participates in EAP, does not engage in new instances of misconduct or performance deficiency, and successfully completes the treatment to which he/she is referred. If the employee meets these requirements, the proposed corrective action will be rescinded. This provision only applies in the first instance of the problem(s) requiring EAP assistance and does not apply if severe, egregious, or criminal misconduct is involved. A successful program assists the employee in overcoming a personal problem so that performance and/or conduct improves and corrective action, such as disciplinary action, adverse action, major adverse action, or other performance-based actions, becomes unnecessary.

Section 6 - Excused Absence

A supervisor or manager shall grant up to 1 hour (or more as necessitated by travel time or unusual circumstances) of excused absence for each counseling session, up to a maximum of 8 total hours, during the assessment/referral phase of rehabilitation.

Section 7 - Leave Associated with EAP

It is the policy of the Department to grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for employees under the EAP as would be granted for employees with any other health problem.

ARTICLE 16 - EMPLOYEE AWARDS AND RECOGNITION

Section 1 - Background and Purpose

Recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement in Department performance. The employee recognition program provides a positive indication of the parties' commitment to providing quality public service. The employee recognition program, as described in this article, has the following characteristics:

A. It is an incentive program; that is, employee recognition is based on achievement and improvement. Achievements are linked to the Department's mission of providing high quality care and service to veterans and the public. The program is intended to motivate employees to strive for excellence. Strong emphasis is placed on recognition of efforts to improve service to veterans and the public.

B. It recognizes the accomplishments of employees both as individuals and as members of groups or teams. Because of the interrelationship of work performed by employees, enhanced Department performance is sought through teamwork, not through competition among individuals. This program is based on the concept that individual employees who, through personal efforts and accomplishments support the goals of their teams, work units and, thus, deserve recognition. It is also based on the concept that groups or teams which improve Department performance deserve recognition. It recognizes that the Department, the Union, and employees have important roles in identifying and recognizing employees deserving of awards and praise. The intent of this program is to promote a positive work environment and to link awards to employee contributions that enhance Department performance.

C. Further, it is the intent of this program to ensure that employees will be appropriately rewarded regardless of changes in the Department's organizational structure, work processes, or work initiatives.

Section 2 - Policy

A. There is no limit on the number of awards that employees may receive or the frequency with which they may receive awards unless otherwise stated in this article.

B. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

C. Awards will be processed in a timely and expeditious manner.

D. The Department will provide an award recipient with written documentation that clearly articulates the specific reason(s) that the employee received the award. Employees are encouraged to relate this information to specific evaluation criteria when completing applications for merit promotion.

Section 3 - Types of Awards

Awards which employees may be eligible to receive include but are not limited to:

A. Special Contribution Award

B. Instant Award

C. Suggestion Award

D. Time-off Award

Section 4 - Award Panels

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. Panels will perform the following functions, maintaining the strictest confidentiality and avoiding even the appearance of conflicts of interest:

A. Establish fair and equitable mission-related criteria for awards.

B. Operate within parameters as negotiated locally.

Section 5 - Monetary Awards

A. Special Contribution Awards
The special contribution award is a special act or service award which recognizes individuals or groups for major accomplishments or contributions which have promoted the mission of the organization. Award amounts should be linked to the significance and impact of the accomplishment or contribution. A special contribution award may be made to an individual employee or to a group. A group may consist of individuals from a single organization or multiple components/offices/units.

B. Instant Awards
This is a special act or service award given to an employee for noteworthy contributions or accomplishments in the public interest which are connected with or related to the recipient's official employment. The distinction between a special contribution award and an instant award rests in the relative significance of the contribution or accomplishment.

C. Suggestion Awards
The Department will encourage employees to file suggestions under the Department's Suggestion Program. Suggestions will be considered in a fair and equitable manner. Suggestion awards will be appropriate for tangible suggestions, intangible suggestions, and problem identification, as defined in the Department's Suggestion Program.

1. In the event no decision is made regarding adoption or non-adoption of a suggestion within 90 days of submission, the employee, upon request, will be given a written or oral status report.

2. Non-adoption of employee suggestions is to be written and contain specific reasons for non-adoption.

3. If the idea set forth in a rejected suggestion is later adopted, the appropriate suggestion coordinator will reopen the case for award consideration if the matter is brought to their attention within two years after the date of rejection notice.

Section 6 - Time-Off Awards

Time-off awards may be granted to an individual or group of employees for contributions that benefit the Department. These awards may be granted for contributions such as, but not limited to, the following:

A. A significant contribution involving completion of a difficult project or assignment of importance to the mission of the Department;

B. The completion of a specific assignment or project in advance of an established deadline and with favorable results;

C. Displaying unusual initiative, innovation, or creativity in completing a project or improving the operation of a program or service;

D. Displaying unusual courtesy or responsiveness to the public which clearly demonstrates performance beyond the call of duty and which produces positive results for the Department; and,

E. Exemplary work by an employee as a canvasser for special campaigns or programs such as the Combined Federal Campaign, US Savings Bonds, or blood donor program. (An award for such an effort may not exceed one work day per activity.)

Section 7 - Award Nomination Procedures

A. Employees and management officials are encouraged to identify individual employees who they believe should be recognized for high quality accomplishments or contributions.

B. Nominations of individual employees should be submitted in writing to the appropriate manager or award panel. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the employee submitting the nomination. Nominations should not include suggestions for the type of award or the amount of money to be granted. Information provided in the nominations will be considered in determining appropriate recognition.

ARTICLE 17 - EMPLOYEE RIGHTS

Section 1 - General

A. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions irrespective of the work performed or grade assigned. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that the Department will endeavor to establish working conditions that are conducive to enhancing and improving employee morale and efficiency.

B. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule.

C. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within the Department's control.

D. No disciplinary, adverse, or major adverse action will be taken against an employee upon an ill-founded basis such as unsubstantiated rumors or gossip.

E. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal or be used as an example to threaten other employees.

F. Recognizing that productivity is enhanced when employee morale is high, managers, supervisors, and employees shall endeavor to treat one another with utmost respect and dignity.

G. An employee who exercises any statutory or contractual right shall not be subjected to reprisal or retaliation, and shall be treated fairly and equitably.

H. All VA employees will, consistent with the Master Agreement and other collective bargaining agreements:

   1. Be provided a healthy and safe environment;

   2. Be encouraged to give suggestions and ideas to make the Department a better workplace and enable the Department to better serve veterans;

   3. Be encouraged to enhance their work life and career development; and,

   4. Be afforded assistance and told of expectations by the Department to enable them to perform their jobs.

Section 2 - Rights to Union Membership

Under 5 USC 7102, each employee shall have the right to form and join a Union, to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This

right shall extend to participation in all Union activities including service as officers and stewards/representatives. A bargaining unit employee's grade level, compensation, title, or duties shall not limit the employee's right to serve as a Union official, to represent the bargaining unit or to participate in any Union activities.

Section 3 - Rights to Union Representation

The Department recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with local union representatives in private during duty time, consistent with Article 48 - Official Time, and local supplemental agreements. If the employee and the local union representative cannot be released immediately, the employee and the local union representative will normally be released two hours before the end of their tour of duty. If such release is not made, appropriate relief from time frames will be afforded (e.g., one day extension for each day of delay). The Department agrees to annually inform all employees of the right to Union representation under 5 USC 7114(a)(2)(B) by postings on official bulletin boards and other appropriate means. During his/her initial orientation, each employee will be provided with a copy of Weingarten rights and the Master Agreement. These documents also will be available electronically.

Section 4 - Use of Recording Devices

No electronic recording of any conversation between a bargaining unit employee and a Department official may be made without mutual consent except for Inspector General investigations, other law enforcement investigations, ORM/EEO investigations, or duly authorized Boards of Investigation. All electronic recordings will be transcribed. The employee will be given a copy of the recording at the same time they receive the transcript for review. The employee will have the right to review the transcript for accuracy, and may make corrections. The employee will receive a copy of the final corrected transcript. Information obtained in conflict with this Section will not be used as evidence against any employee.

Section 5 - First Amendment Rights

Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights, consistent with applicable laws, without fear of penalty or reprisal.

Section 6 - Access to Documentation

Consistent with the Privacy Act and related government wide regulations in existence on the effective date of the Master Agreement, employees have a right to be made aware of any information specifically maintained under their name and/or social security number or any other personal identifiers. This includes any documentation that is not covered by official records referenced in Article 24 - Official Records. In most cases, employees will be provided with copies of documents maintained in their eOPF or Merged Record Personnel Folder (MRPF). When no copy of a document in the eOPF, MRPF, or other system of records is automatically provided, the employee will receive a copy upon request. 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. Such list will include general descriptions of the types of documents included in each system of records. Information not in compliance with this provision may not be used against the employee.

Section 7 - Personal Rights

A. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Department so long as such activities do not conflict with job responsibilities or applicable laws.

B. The Department will make every reasonable effort to provide for secure storage of personal belongings.

C. The Department shall instruct employees on how to file a claim for reimbursement under 31 USC 3721 and related regulations and will make forms available in case of loss if some personal item is damaged, irretrievably lost, or destroyed.

Section 8 - Dignity and Self Respect In Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 9 - Employee Right to Privacy

Searches and seizures by the Department of the private property of its employees are subject to Constitutional constraints. Employees may store personal papers and effects in their offices, desks, and file cabinets. However, 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, or that the search is necessary for a non-investigative work-related purpose, such as insuring the internal security of the Department. Security concerns may necessitate searches of Department space or employees, subject to Constitutional constraints. It should be understood that employee's person and personal items owned by the employee, such as pocketbooks, briefcases or other like materials, are not subject to search without reasonable suspicion that criminal activity is involved. As an exception, if searches are used when individuals enter a facility, then such search methods must be conducted consistently for all individuals.

Section 10 - Whistle-Blower Protection Act

Consistent with the Whistleblower Protection Act, currently codified at 5 USC 2302(B)(8), employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences gross mismanagement, a gross waste of funds, an abuse of authority, or substantial and specific danger to public or employee health or safety. The Department will annually notify employees about their rights under the Whistle Blower Protection Act. If training on the Whistle Blower Protection Act is required, employees will be provided duty time to complete it.

Section 11 - Unlawful Orders

An employee has the right to refuse orders that would require the employee to violate an applicable law. The employee will promptly bring his/her specific concerns to the supervisor or appropriate Department official. The Department official will consider the employee's concern and promptly notify the employee whether the order is lawful or unlawful. Refusal to obey an

unlawful order will not subject the employee to disciplinary or adverse action or major adverse action.

Section 12 - Improper Orders

An employee has the right to question an improper order that would direct him/her to act outside the scope of practice, privileges, competencies, or qualifications. The employee will promptly bring his/her concern about the improper order to an appropriate supervisor. The supervisor will promptly apprise the employee whether the order was proper or improper. A refusal to obey an improper order will not subject the employee to disciplinary or adverse action or major adverse action.

Section 13 - Conflicting Orders

When an employee receives conflicting orders, he/she will bring the conflict to the attention of the supervisor who gave the last order or another appropriate supervisor. The employee will be given a clarified order. The employee will not be subject to disciplinary, major adverse or adverse action for following the clarified order.

Section 14 - Group Meetings

The Department agrees that group meetings of employees serve as a useful means of communication. 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.

Section 15 - Labor Recognition Week

The parties agree to jointly present the concept of labor recognition week to the VA National Partnership Council. That concept would involve jointly sponsoring Labor Day Recognition Week during the week preceding Labor Day.

Section 16 - Counseling

Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. It should not be viewed as disciplinary action. At any counseling session where an employee has the right to local union representation, the employee shall be advised of that right at the beginning of the session.

A. Oral Counseling

When it is determined that oral counseling is necessary, the counseling will be accomplished during a private interview with the concerned employee and local union representative if requested and appropriate. If after such a meeting, the employee is dissatisfied and wishes to pursue a grievance, the employee may proceed to either Step 1 or to Step 2 of the grievance procedure. If there is to be more than one Department official involved in a counseling session with an employee, the employee will be so notified in advance and the employee may have a local union representative at the session.

B. Written Counseling

1. Written counseling will be accomplished in the same manner as specified above, except that two copies of a written statement will be given to the employee.

2. A written counseling for misconduct may only be kept or used to support other personnel actions for up to six months unless additional related misconduct occurs, and then it may be retained up to one year.

3. A written counseling for performance may only be retained and used beyond the appeal period of the annual performance rating to support a timely personnel action related to that rating or any timely action taken during that period.

4. In the case of probationary employees, a written counseling may be kept up to the time a decision is made whether or not the employee will be continued beyond the probationary period.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1 - Policy

The Department and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual harassment), sexual orientation, national origin, age (40 years of age and over), or disabling condition.

Section 2 - Equal Employment Opportunity Program

The Department's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Department's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The program shall include, but not be limited to, the following:

A. Providing reasonable job accommodation for qualified disabled employees;

B. Reviewing selection processes and staffing procedures to identify those which are inconsistent with governing Federal EEO rules and regulations and taking corrective actions consistent with such rules and regulations in those instances where adverse EEO impacts are found;

C. Procedures that allow for the redesigning of jobs, where feasible and desirable, and which do not create an undue hardship to achieve the Department's mission to utilize to the maximum extent possible the present skills of qualified disabled employees;

D. Making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the conduct of Department programs;

E. Commitment to the prevention of workplace harassment and sexual harassment; and,

F. Affirmative Employment Plan(s).

Section 3 - Reasonable Accommodations for Employees with Disabilities

A. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, and other government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Department is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities including disabled veterans.

B. The Department will offer reasonable accommodation to qualified individuals with known physical disabilities or mental impairments, or those who have a record of past impairment regardless of the type of appointment, unless the Department can demonstrate that the accommodation would impose an undue hardship on the operation of the Department's program (as defined in 29 CFR 1614.203).

C. Requests should be made in accordance with VA Handbook 5975.1 (Processing Request for Reasonable Accommodation by Employees and Applicants with Disabilities) or in accordance with the local facility's Equal Employment Opportunity Commission (EEOC) approved policy on request for reasonable accommodation. The Department shall process requests for reasonable accommodation and provide accommodations, when appropriate, in as short a timeframe as is reasonable. When possible, decisions regarding accommodations should be rendered within 30 calendar days of the date the request was received.

D. The parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, the employee's suggestions for reasonable accommodations, existing limitations, the work environment, and undue hardship imposed on the operation of the Department's program as defined above. Qualified employees with disabilities may request specific accommodations. However, the Department is not required to provide the employee's accommodation of choice, as long as the Department provides a reasonable accommodation.

E. Should a non-probationary employee become unable to perform the essential functions of their position even with reasonable accommodation due to a disability, the Department shall offer to reassign the employee when there is a funded vacant position available for which the employee is qualified, subject to all conditions in 29 CFR 1614.203(g) being met.

F. For employees with disabilities, job restructuring is one of the principal means by which some qualified workers with disabilities can be accommodated. The principal steps in restructuring jobs are:

1. Identify which factor, if any, makes a job incompatible with the worker's disability;

2. If a barrier is identified in a nonessential job function, the barrier is eliminated so that the capabilities of the person may be used to the best advantage; and,

3. Job restructuring does not alter the essential functions of the job (any changes made are those which enable the person with a disability to perform those essential functions).

G. The parties agree that in many cases, changes in the work environment and other accommodations enable persons with disabilities to more effectively perform their job duties. Alterations and accommodations may be, but are not limited to, the following:

1. Rearranging files or shelves;

2. Widening access areas;

3. Maintaining hazard-free pathways;

4. Raising or lowering equipment;

5. Moving equipment controls from one side to the other, or modifying them for hand or foot operations;

6. Installing special holding devices on desks, benches, chairs or machines; and,

7. Providing qualified interpreters for the hearing impaired.

H. With respect to the modernized systems environment, examples of accommodations are:

1. The surface that holds the terminal will be adjusted to a level suitable to the employee's needs;

2. The keyboard will have "light touch," guards, and other adaptive devices that will be considered;

3. Visually impaired employees will be permitted to label "home" keys;

4. Operational and training materials will be available in Braille;

5. Lap trays will be considered;

6. Computer based voice-output systems or VDT screen enlargers or other appropriate devices will be provided for visually impaired employees;

7. Hardware and software will be configured to accommodate color blindness (e.g., blinking cursor, highlighting); and,

8. Printer switches will be available in "light touch" and located in an easily accessible location.

I. An employee may be provided assistive devices if the Department determines that the use of the equipment is necessary to perform official duties. Such equipment does not cover personal items which the employee would be expected to provide, such as hearing aids or eye glasses.

J. The Department's facilities shall be accessible to employees with disabilities.

K. The Department will be liberal in granting leave to accommodate the disabling conditions of employees. For example:

1. Leave without pay may be granted for illness or disability; and,

2. Sick leave can be appropriately used by a person with a disability who uses prosthetic devices, wheel chairs, crutches, guide dog, or other similar type devices for equipment repair, guide dog training, or medical treatment.

L. The Department will provide training to employees with disabilities on the same basis as other employees, consistent with this Agreement. Once an employee is selected for training, the Department will provide reasonable accommodations to the employee to attend and complete the training.

M. For the purpose of continuing to provide reasonable accommodations for hearing-impaired employees, the Department agrees to provide interpreter services for those employees who seek local union assistance and/or representation for their individual concerns, unless the employee wants to retain confidentiality. To the extent possible, interpreter services should be arranged in advance, and the entire process treated with confidentiality.

N. For the purpose of performing official business travel, the Department agrees to reimburse travel expenses that are necessary to reasonably accommodate the employee's disability, consistent with Federal Travel Regulations.

O. Employees with disabilities may, where appropriate as a reasonable accommodation, request telework arrangements.

Section 4 - Affirmative Employment Plans

A. The Department's Affirmative Employment Plan shall be designed to promote positive opportunities for all employees to contribute to the Department's mission to the maximum extent possible, consistent with EEO principles. The Department shall ensure that where there are situations of underrepresentation, targeted recruitment and development plans will be implemented. The parties are encouraged to jointly develop Affirmative Employment Plans.

B. Affirmative Employment Plans should include, where appropriate, provisions for reviewing individual services to ensure that affirmative employment policy is apparent within the service and to make more use of bridge positions and cross-training.

C. The Department will fulfill any labor-management obligations, as appropriate, with the Union at the national level prior to submitting the National Affirmative Employment Plan to EEOC for approval. The parties recognize that the National Affirmative Employment Plan must be submitted to EEOC.

D. The Department at the local level will fulfill any labor-management obligations, as appropriate, with the local union prior to submitting local Affirmative Employment Plans to the next organizational level where required (for example, to the Department or EEOC). The parties recognize that the local plans must be submitted to headquarters in sufficient time for the Department to meet the EEOC requirement in C above.

E. The Department will comply with all equal employment opportunity requirements throughout the Department, as outlined in 29 CFR 1614.102, the Disabled Veterans Affirmative Action Promotion Plan (38 USC 4214), 5 CFR Part 720, and the statutory or regulatory requirements in EEOC Management Directive 715 (MD-715).

Section 5 - Information. Data, and Reports

A. The Department agrees to provide employees access to written information describing the discrimination complaint procedures and their local Affirmative Employment Plan(s).

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.

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.

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.

Section 6 - EEO Counselors

A. The Department agrees to post the contact information for the appropriate Office of Resolution Management (ORM) office on local bulletin boards.

B. The Department will assure that EEO counselors are available and accessible to employees who may have a discrimination complaint.

C. The responsibilities of the Department include counseling employees, former employees and applicants who believe they have been discriminated against in the workplace and informing the aggrieved person(s) about the EEO process. The EEO Counselor should work with the parties to provide a channel through which informal resolution(s) can be attempted.

D. The parties agree that proper training will be provided to designated EEO counselors consistent with appropriate EEOC regulations.

Section 7 - VA Diversity Council/EEO Committees

A. The Union can appoint two representatives to serve on the Department of Veterans Affairs Diversity Council (VADC). The Department will provide official time, travel, and per diem for the employees appointed by the Union to serve on the VADC. Official time to attend such meetings shall be in addition to any official time presently allowed by this Agreement.

B. Local EEO committee meetings will be conducted during normal duty hours. Bargaining unit employees participating in local EEO committees and special emphasis programs, but not serving in a representational capacity, shall be on duty time.

C. The membership and operation of local committee(s), such as the EEO Advisory Committee, the Diversity Committee, etc., are appropriate subjects for local bargaining. The Department will provide official time for any local union representative serving on such local committees. Official time to attend such meetings shall be in addition to any official time presently allowed by this Agreement. The local union will determine who the representative will be at such meetings.

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. Bargaining unit members will be selected by the local union.

Section 8 - Special Emphasis Program Managers (SEPM)

A. Purpose

The Special Emphasis Programs support and strengthen the EEO/Affirmative Action programs by addressing the unique concerns of particular constituent groups and helping to ensure that members of these groups are employed, advanced, and retained with the Department on a nondiscriminatory basis. Government-wide special emphasis programs include the Federal Women's Programs, the Hispanic Employment Program, the Selective

Program for Handicapped Individuals, the Upward Mobility Program, the Veterans Employment Program, the Asian-American Program, Asian Pacific-American Program, Native-American Program, African-American Program, and other similar special emphasis programs. Other programs may be established at the discretion of a local committee, such as the EEO Committee, the Diversity Committee, etc.

B. Responsibilities and Requirements

The duties and responsibilities of SEPMs may include such activities as:

1. Analyzing employment policies and practices to identify barriers to the hiring, development, advancement, and retention of a particular constituency;

2. Recommending to the Department changes in personnel policies, practices, and procedures;

3. Initiating affirmative employment efforts; and,

4. Participating in planning the implementation, monitoring, and evaluating of the Federal Employment Opportunity Retention Plan.

Upon appointment to the collateral duty assignment of SEPM, the employee will receive, in writing, the duties and responsibilities of the SEPM, including time allocation for program activities. The employee may document this collateral duty by submitting an SF-172 or memorandum for inclusion into their eOPF.

C. Selection of SEPMs

The Department will request nominations from the local union when the Department is considering individuals to serve as SEPM on a collateral duty basis.

D. Management Support

The Special Emphasis Programs are an essential part of the total EEO program and merit the full cooperation of employees, supervisors, local union(s), and managers. Appropriate publicity and recognition should be given to the programs and training provided to SEPMs, as needed, and to supervisors and managers at all levels regarding the program's activities and goals as they relate to the mission of the agency. Similar information should be presented during the orientation of new employees. All SEPMs need management support in terms of facilities, time, and cooperation.

Section 9 - Complaints

The complaint process afforded to employees must follow the procedures set forth by government-wide EEOC regulations, which can be found in 29 CFR Part 1614 and its subparts.

ARTICLE 19 - FITNESS FOR DUTY

Section 1 - Scope

This article applies to Title 5 and Hybrid employees. For Title 38 employees see Article 57 - Physical Standards Boards. The Department may direct a Title 5 or Hybrid employee to undergo a fitness for duty examination only under those conditions authorized by this article and in accordance with 5 CFR 339. The Department will have the right to require medical examinations only if they are job related and consistent 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 documenting the health problem affecting his/her performance or conduct and/or an opportunity to voluntarily initiate an application for disability retirement on his/her own behalf.

Section 3 - Medical Determination

A. 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 (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his/her condition.

B. 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 (including reemployment on the basis of full or partial recovery from a medical condition) and the Department, after it has received and reviewed medical documentation, determines that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status.

   1. When the Department orders or offers a medical examination under the provisions of the prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The Department shall designate the examining physician but shall offer the employee the opportunity to submit medical documentation from his/her personal physician which the Department shall review and make part of the file.

   2. The Department shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed position description of the duties of the position including critical elements, physical demands, and environmental factors.

   3. The Department shall order or offer a psychiatric evaluation to an employee only when the employee first provides results of a general medical or psychiatric examination or the Department has first conducted a nonpsychiatric medical examination and, after review of the documentation or examination report, the Department's physician concurs that a psychiatric evaluation is warranted for medical reasons.

C. All medical examinations ordered or offered pursuant to Paragraphs 3A and 3B in this section shall be at no cost to the employee and performed on duty time at no charge to leave.

Section 4 - Procedures

In seeking a fitness for duty examination which may or may not lead to a disability application, the following rules and procedures shall apply:

A. In all discussions with any Department official, the employee shall be entitled to local union representation. Prior to any discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with his/her local union representative, and permitted the right of representation in such discussion.

B. During these procedures, 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 assignments.

C. The Department will ordinarily offer the employee a reassignment to a position when the results of a medical examination reveal that the employee:

1. Cannot satisfactorily perform useful and efficient service in his/her regularly assigned job;

2. Retains the capacity to do other work at the same grade or pay level within the work location or the commuting area; and,

3. Otherwise meets the minimum qualifications for an available position that the Department seeks to fill.

D. When the Department determines that the medical evidence reveals 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 and explain the procedure for voluntarily applying for disability retirement. In the event that such an 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.

A. The Department shall provide the employee proper notice, in accordance with 5 CFR Section 831.1205(b), and shall permit the employee 30 days in which to respond in writing.

B. 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.

ARTICLE 20 - TELEWORK

Section 1 - General

A. The Department and the Union jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Department to accomplish its mission. The primary intent of the telework program is to support the mission of the Department in an alternative work setting. Telework must not be used as an alternative to or in lieu of dependent care. Employees who telework will be permitted to take care of personal matters in the same way as employees who do not telecommute. The Department Telework Program will be governed by applicable law, government-wide rules and regulations, VA Directives and Handbooks, and this article.

B. Any Telework Program established under this article will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or a part of the workweek.

C. The parties agree that employees participating in telework are performing the same duties as their counterparts working at VA facilities. In the interest of fairness and equity, employees shall not be disadvantaged on their performance expectations because of their participation in telework. The Department shall use the same measurements of work for employees who are on telework as are used for those employees who perform those same tasks at their Official Duty Station (ODS).

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Section 2 - Definitions

A. Telework
The terms "telework" and "telecommuting" are synonymous and include working at home or in satellite office sites or other approved telework work sites.

B. Alternate Duty Station (ADS)
A worksite other than the employee's official duty station, such as employee's residence (defined as a specific room or area within an employee's primary residence), a telecommuting center, a facility established by state, local, or county governments, private sector organizations for use by teleworkers, or an established satellite location including other VA facilities. The alternative worksite must be mutually agreeable to the employee and their supervisor.

C. Official Duty Station (ODS)
A telecommuting employee's official duty station continues to be the permanent duty station. Generally, the official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (that is, the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice a pay period on a regular and recurring basis to

that regular worksite. Employees should refer to 5 CFR 531.605 for application of special situations.

D. Telework Center
The Department satellite facility that the General Services Administration (GSA) establishes to provide federal employees an opportunity to work at an alternative location that is geographically convenient to the employee's residence. The space at the telework center is owned or leased by one or more federal agencies.

E. Regular and Recurring Telework
Regular and recurring telework means the employee works at an ADS on a regularly scheduled basis (for example, one or more days per week, the second Wednesday of each pay period, Tuesday afternoon, two hours per day, etc.), at a home, a telework center, or other offsite location.

F. Short-Term or Temporary Telework
Short-term or temporary telework is when an employee is prevented from reporting to the regular worksite due to an injury, recuperation from surgery, etc., for short periods of time (usually no more than three to six months). Employees participating in this type of telework may work full-time or may combine part-time work with leave use depending on the circumstances of the individual and the portability/availability of work at the alternative site.

G. Periodic or Intermittent Telework
Periodic or intermittent telework is ad-hoc in nature and can be used when a project or assignment requires intense concentration or weather conditions are unfavorable.

Section 3 - Criteria

If employees meet the criteria for telework, the Department may approve their participation in telework arrangements in accordance with applicable law and this article. Department officials are responsible for determining which positions are appropriate for telework arrangements, consistent with labor relations obligations. The guidelines for approving telework arrangements are based on, but not limited to, the following:

A. Work activities to be performed at an ADS must be portable (may be performed away from the traditional worksite, either in whole or in part, and can be evaluated by the supervisor);

B. The position's contact with other employees, the supervisor or manager, and serviced clientele is predictable and normally scheduled and can otherwise be accomplished via telephone or videoconferencing;

C. The technology needed to perform work offsite must be available;

D. Employees may be linked electronically to the traditional office location by computer or may simply take work to the ADS, requiring no computer;

E. Privacy Act materials, evidence, or sensitive documents (hard copy or electronic) may be accessed remotely, provided the employee agrees to protect government/VA records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act and all other applicable federal laws and government-wide regulations and other applicable VA Policies and Directives;

F. The employee volunteered (or concurred with the supervisor's recommendation) to perform work at the ADS;

G. An employee has a "fully successful" (or equivalent) performance appraisal. If the employee has worked more than 12 months and does not have an appraisal, they shall be assumed to be "Fully Successful" for purposes of telework;

H. The employee must have a telephone, workspace suitable to perform work, utilities adequate for installing equipment, and space that is free from interruptions and provides reasonable security and protection for government property;

I. The employee is willing to sign and abide by the Telework Program Agreement concerning participation in the Telework Program.

Section 4 - Furniture and Equipment

A. Employees participating in the Telework Program will be provided equipment necessary to perform their duties, consistent with the telework proposal, VA Form 0740a (Oct 2008) and the Alternative Workplace Telework Agreement.

B. The Department will allow each employee on telework to use an assigned Department computer at the employee's ADS. If an employee prefers to use a personal computer, or if a portable computer is unavailable, the Department will load and maintain all software to the personal computer that is necessary for accomplishing the job. A phone line and portable computer will be provided.

C. Any time the Department gives up space or otherwise downsizes the office, any excess equipment or furniture may be made available to employees in this program, subject to the limitations of Paragraph A above. Agreements between the local union and the facility will address how the equipment will be assigned.

Section 5 - Telework Program Agreement

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. A new Telework Program Agreement must be completed if significant changes occur (e.g., change in ADS address/location, change in supervisor, and/or change in official duty station). Continued participation in telework shall be subject to periodic review by the supervisor for compliance with the requirements of this article.

B. The Agreement documents a commitment by the employee and the supervisor to abide by the applicable guidelines and must be in place before the employee begins working at an alternative worksite.

C. Participants may be permitted to work at home or other telework worksites full days or a portion of a day.

D. At a minimum, Telework Agreements must contain the following:

1. ADS location such as the employee's home address or the address of the telecenter;

2. The location of the ADS must be of mutual agreement to the employee and the Department;

3. A telework schedule which identifies the days the employee will work each week, pay period, or month. For intermittent arrangements, the agreement should prescribe the procedures that will be used for approval of specifically requested days to be worked at the ADS. Agreements for short term/temporary use should identify the time period (from/to date), number of days, and hours per week or pay period during which work will be performed;

4. Procedures for administrative processes such as leave approval from the ADS, time and attendance reporting, weather dismissal time and attendance, etc.;

5. Privacy Act/security provision;

6. Description of the work to be performed at the alternative worksite that can include specific duties or projects to be completed and any deadlines for delivery that may apply;

7. Any procedures required for work processes such as a requirement to submit progress reports, submission, and review of completed work, participation in meetings, conference calls, etc.; and,

8. The duration of the employee's participation.

E. Teleworkers must complete and sign the Telework Self-Certification Safety Checklist (VA-0740b) certifying that the ADS is safe and that all requirements to do official work at home are met. The employee agrees to permit inspections by representatives of the Department, as required, during normal working hours to insure proper maintenance of any government-owned property and conformance with safety standards. The employee will be provided advance notice of any inspection. The local union has the right to be present at the inspection. The date of the safety inspection will be coordinated between the safety inspector and the employee within five days of the day that the inspection has been determined to be needed. The date of this inspection will be provided to the local union.

Section 6 - Hours of Work and Leave

A. Employees performing work at the alternate worksite will follow established procedures for requesting and obtaining approval of leave, consistent with Article 35 - Time and Leave of this Agreement.

B. Employees performing work at the alternate worksite are subject to the same maximum workday limits as they would be if they were performing work at their official duty station, consistent with Article 21 - Hours of Work and Overtime of this Agreement.

C. The number of days each week, pay period, or month an employee will work at an alternative worksite will vary depending on the individual arrangement made between the employee and the supervisor. Employees may work as few as one day per month or as many as five days per week for full time telework.

D. Employees on duty shall be available to participate in regular staff meetings and other meetings necessary to the accomplishment of work; have direct interaction with the

supervisor, coworkers, and customers; and access equipment, files, and reference materials not available at the ADS. Supervisors will consider deviations from this requirement to include such circumstances as accommodating physical disabilities, recovery from illness or injury, field work, etc.

E. With supervisory approval, employees may choose to change their scheduled work hours, or change to or from an Alternative Work Schedule. For example, an employee may begin their work at an earlier time when working from home since no time is spent commuting to the worksite.

Section 7 - Pay Issues

A. An employee's pay will not be negatively impacted solely by the employee's decision to telework. Overtime pay, premium pay, special salary rate, and other entitlements continue while the employee telecommutes as long as the employee remains eligible under Federal pay laws/authorities for overtime pay, premium pay, special salary rates, and other entitlements. Employees will be notified by the Department prior to accepting telework of any consequences to their pay entitlements that will result from telework.

B. The governing rules, regulations, and policies concerning attendance, leave, and overtime are unchanged by participation in telework. Hours of duty must be addressed in telework agreements. Employees will be compensated for overtime or night work performed with approval in advance.

C. To claim expenses related to the business use of part of the employee's home, the employee must meet specific requirements as found in the appropriate Internal Revenue Service's publications, currently IRS Publications 17 and 587. It is advisable to consult a tax advisor to see if a deduction might be available.

Section 8 - Position Descriptions and Performance Standards

A. Telecommuting will seldom require changes in position descriptions, but may affect factors such as supervisory controls or work environment. An employee is not relieved of and is expected to meet the performance standards established for their position at the official duty station.

B. When there are no employees performing similar tasks at the ODS, the performance standards for telecommuting employees should be results-oriented and should describe the quantity and quality of expected work products and the method of evaluation.

Section 9 - Temporary Recall from ADS

A. Employees who are on duty may be required to report to their ODS for previously scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

B. Employees may also be required to report to their ODS for valid operational needs to perform agency work which cannot otherwise be performed on another workday, at the ADS, via telephone, or other reasonable alternative methods. In such cases, employees will

be provided reasonable advance notice and be provided a reasonable time to report. Employees should make every effort to report as soon as possible.

C. When requiring an employee to report on short notice, the employee's needs will be considered along with the reason for the change in work location.

Section 10 - Requests to Telework

The employee will submit a standard request form, Telework Proposal (VA-0740a) for their assignment to be performed at the ADS. The request will describe the duties to be performed and the specific day(s) involved. The request will be submitted to the Department for approval. The Department will document approval or denial of the request as soon as possible. Employees must make the request to work at the ADS at least one workday in advance; however, this time frame may be waived at the discretion of the Department. If the assignment is initiated by the Department, and the employee concurs, the employee is still responsible for submitting a Telework Program Work Assignment Request (VA-0870a) in addition to signing the Telework Program Agreement described in Section 5 of this article.

Section 11 - Removal from Program

A. The Department may remove an employee from the Telework Program based on the employee's failure to adhere to the requirements specified in the Telework Program Agreement and/or a decline in overall performance below the fully successful level. Normally, employees will not be removed from participation for single, minor infractions of Telework Program requirements. Supervisors will counsel employees about specific problems before effecting removal. The counseling will be confirmed in writing. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Telework Program participation 30 calendar days after removal from the program, provided that his/her performance is at least fully successful.

B. Any time an employee believes they need to permanently or temporarily return to work in the ODS, the employee will normally provide the Department with 30 calendar days notice of the needed change, except in emergency situations. The Department will make reasonable efforts to accommodate the employee's needs. Employees returning to the ODS in these circumstances must recognize that the equipment and workstations that are made available by the Department may not immediately be the same as the ones they had prior to participating in the Telework Program. The Department is expected to provide the employee a complete work area equal or similar to that of others in their occupation in their assigned work area within a reasonable timeframe.

Section 12 - Problems Affecting Work Performance

Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

Section 13 - Emergency Closing/Group Dismissal

A. A telecommuting employee will sometimes, but not always, be affected by an emergency requiring the main office to close. When both the main office and the ADS are affected by a

widespread emergency, the Department should grant the telecommuting employee excused absence as appropriate.

B. When an emergency affects only the ADS for a major portion of the workday, the Department can require the telecommuting employee to report to the main office, approve annual leave or leave without pay, or authorize an excused absence.

C. The telework site may be unaffected by emergencies that lead to closings and dismissals at the ODS. If work can proceed at an ADS, then the employee may not be excused from duty just because other employees elsewhere have been dismissed or excused from reporting.

Section 14 - Telecommuting Centers

The parties agree to discuss the feasibility of telecommuting centers.

Section 15 - Emergency Situations

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).

Section 16 - Evaluation of Program

The parties agree to meet six months after the implementation of this Agreement to assess any concerns relevant to employees working at their residence such as availability of laptop computers.

Section 17 - Union Notification

The local union will be notified when employees are placed on telework and taken off telework.

Section 18 - Local Telework Negotiations

Upon the effective date of this Agreement, the local parties may begin negotiations over the following issues:

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;

B. Methods for resolving conflicting employee requests for specific work at home schedules;

C. Methods for rewarding increased productivity of telecommuters;

D. Procedures for disbursing excess equipment or furniture;

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;

F. Determining the feasibility of establishing a local telework committee for oversight of telework; and,

G. Any other issues affecting the bargaining unit not otherwise covered in this Article.

Section 19 - Grandfather Clause

On the effective date of this Agreement, employees currently working at an ADS are not required to reapply for telework.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

Section 1 - General

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. There are laws and government-wide regulations specific to certain groups of employees such as physicians, dentists, personnel covered by the Baylor Plan, and firefighters. Where there is a conflict with this article, those laws and government-wide regulations shall apply.

B. A rest period of 15 minutes duration will be allowed each employee twice during each eight hour day, normally one in the first half and one in the second half of the shift. A rest period of 10 minutes duration will be allowed each employee during each period of extended shift overtime of at least two hours duration. On days when all work is overtime, or in the case of extended shifts, a rest period of 15 minutes will be allowed for each period of four hours worked. Rest periods will not be added to periods of leave or the beginning or end of the employee's work shift. Except where the immediate work requirement of an employee's position requires the employee's constant presence, the Department will not restrict employee mobility during rest breaks.

C. "Basic work requirement" means the number of hours, excluding overtime hours, that an employee is required to work or is required to account for by leave or otherwise.

Section 2 - Work Schedule Options (AWS and Credit Hours)

A. General

This section sets forth the procedures to be followed for Alternative Work Schedule (AWS) including flextime, compressed work schedules, and credit hours. This section also provides a menu of options that employees may request. AWS means a schedule other than the traditional eight hours fixed shift. Flexible work schedules, compressed work schedules, and credit hours are included in the definition of alternative work schedule. When an employee(s) makes a request supervisors must consider operational needs, including the employee's work unit(s) and the interests of the employee(s) before making a decision. The Department shall apply AWS in a fair and equitable manner. AWS is a subject for local bargaining consistent with this Agreement. AWS programs will not require the Department to extend the operating hours of the facility.

B. Flextime

1. "Flexible work schedule" means an eight hour workday in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and a flexible band. "Flexible time" and "flexible bands" mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. Whenever possible, the flexible bands shall be 6:00 am to 6:00 pm.

2. "Modified Flex-tour" is a type of flextime where an employee selects a starting time within the established flexible time band. This establishes the employee's assigned

schedule; however, the employee is allowed 15 minutes flexibility on either side of the selected arrival time. For example, an employee selecting 7:30 am as a starting time under modified flex-tour may report for work any time between 7:15 am and 7:45 am. Changes in starting time must be approved by the supervisor.

3. "Flex-in/flex-out" - Employees working a flexible schedule will be allowed to flex out and in during the workday, subject to supervisory approval. If a combination of an employee's starting time and the amount of time the employee is away from the worksite precludes the completion of a full workday prior to 6:00 pm, the employee will be placed in the appropriate leave category at his/her request or allowed the use of approved credit hours, as appropriate.

4. "Core hours" means that period of time when employees on a particular shift are expected to be at work.

C. Compressed Work Schedule (CWS)

1. "Compressed Work Schedule" (CWS) means, in the case of a full time employee, an 80 hour biweekly basic work requirement that is scheduled for less than 10 workdays, and in the case of a part time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than eight hours in a day.

   a. "5-4-9" is a work schedule that includes eight workdays of nine hours each plus one workday of eight hours within the biweekly pay period.

   b. "4-10" is a work schedule that includes eight workdays of ten hours in each biweekly pay period.

   c. "6-12-8" is an eighty hour bi-weekly basic work schedule that includes six twelve hour workdays and one eight hour workday.

2. Requests for CWS:

   a. Each employee desiring to work under a CWS plan must submit a written request to his/her supervisor for a decision. The Department shall act upon these requests as soon as possible, but in no case later than 30 calendar days after the request is made. 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. Decisions on CWS will be made based on valid operational needs. Employees already established in a CWS will not be required to file a new request for each pay period.

   b. All new employees or re-hires shall be given the opportunity of requesting participation in the CWS plan.

   c. Any conflicts in scheduling that result will be resolved in favor of the employee who is most senior, as defined locally.

   d. 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. Hardship situations will be considered to the greatest extent possible and handled on an individual basis.

e. When this contract is implemented, employees on CWS don't have to reapply for CWS in order to continue.

f. Conflicts in scheduling that involve more requests for a particular day off than can be accommodated will be handled in accordance with the provision of Section 2 C.2.c above. Hardship situations will be considered on a case-by-case basis and to the greatest extent possible.

g. Existing policies and practices remain in effect unless in conflict or inconsistent with this article.

h. CWS and credit hours may be used by employees in the same work or organizational unit.

i. Eligible employees will not be precluded from participating in CWS based solely on their position. This includes but is not limited to Veterans Benefits Administration (VBA), Austin Finance Center, Veterans Health Administration (VHA), and VA Central Office (VACO).

D. Credit Hours

1. Definition

a. Those hours within a flexible work schedule in excess of the employee's daily tour of duty which are performed at the employee's option with the approval of his/her supervisor, so as to vary the length of a succeeding workday or workweek. Employees cannot be required to work credit hours in lieu of overtime.

b. Employees on a flexible work schedule will not be precluded from earning credit hours based solely on their position.

2. Procedures

a. Participating employees, including flextime/flex-tour participants and part-time employees, will be authorized to earn up to three credit hours per day, provided that there is work available for the employee and it can be performed at the requested time(s).

b. Credit hours shall be earned in 1/4-hour increments and may be used in 1/4-hour increments.

c. The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is 24 hours. A part-time employee may not carry over more than one quarter of the hours in his/her basic biweekly work schedule from pay period to pay period.

d. When an employee ceases to work in a work unit where credit hours may be earned, the employee shall be given the following options:

i. Sufficient advance notice to use earned credit hours prior to leaving the work unit;

ii. Compensation for the earned credit hours at the employee's current rate of basic pay; or,

iii. Transfer of the earned credit hours to the new work unit.

3. Request to Work Credit Hours

a. Normally, the employee will request to work credit hours during the workday preceding the day he/she wishes to work. This request will be submitted to the immediate supervisor. In the supervisor's absence, the request shall be submitted to the next level supervisor. The request shall be documented as approved or denied by the supervisor as soon as possible on the same day submitted.

b. The above procedure shall not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee.

E. Exceptions

1. CWS and Fixed Shift Employees

The parties agree that there are situations that may not readily accommodate a plan described in this section. Consideration and disposition of such situations shall be made on a case-by-case basis, subject to partnership and/or local bargaining.

2. Adverse Impact

If a facility experiences adverse impact pursuant to 5 USC 6131 with either the AWS or credit hours, negotiations in accordance with Article 47 - Mid-Term Bargaining of the Master Agreement will begin immediately in an attempt to resolve the impact to both parties' satisfaction.

3. Temporary Suspension of AWS and/or Credit Hour Plan

Temporary suspension of AWS and/or Credit Hours may be made for up to 14 days by a facility director, for a bona fide emergency, subject to immediate partnership discussions or negotiations.

F. Special Provisions for Suspension of CWS

1. CWS may be suspended when employees are attending and/or conducting training with beginning and ending times which would conflict with their CWS schedule.

2. An employee will continue to participate in the CWS plan while in travel status unless there is a need to change the work schedule; for example, the hours of operation at the travel site differ from those of the employee.

G. Miscellaneous

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.

2. Employees who are Union representatives who are on a flextime plan shall be allowed to earn Credit Hours while involved in representational activities in accordance with the provisions of this Agreement. In the performance of labor-management activities, employees who are Union representatives will be given the opportunity to work the AWS Plan and/or the Credit Hour Plan in accordance with the provisions of this Agreement.

3. The parties understand and agree that Credit Hours or CWS are initiated by the employee, subject to approval by the supervisor. In contrast, the parties understand and agree that overtime and compensatory time (with the exception of religious compensatory time) are initiated by the Department. Flextime will be requested and bargained locally.

4. In maintaining adequate staffing coverage, it is agreed and understood that the Department shall approve CWS in a fair and equitable manner.

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.

6. This Agreement does not preclude an employee from requesting an altered tour of duty for specific personal reasons.

7. Under a CWS plan, a full-time employee who is relieved or prevented from working on a day designated as a holiday (or an "in lieu of" holiday) by federal statute or Executive Order is entitled to his or her rate of basic pay for the number of hours of the CWS on that day, per 5 CFR Part 610.

8. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the CWS on that day. When a holiday falls on a non-workday of a part-time employee, he/she is not entitled to an in lieu of day for that holiday.

9. Determining in lieu of holidays when holidays fall on non-workdays:

    a. If a holiday falls on a non-workday of the employee, except for holidays falling on a Sunday non-workday, the employee's preceding workday will be the designated in lieu of holiday.

    b. If the holiday falls on the Sunday non-workday of an employee, the subsequent workday will be the employee's designated in lieu of holiday.

H. Lunch Breaks

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.

Section 3 - Tours of Duty/Scheduling

A. For the purpose of this section, these definitions of terms are used:

   1. Established Tour - A tour of duty approved with a specific beginning and ending time.

   2. Work Shift - 1st shift (days), 2nd shift (evenings), 3rd shift (nights) within a 24 hour period.

B. An employee's workweek will usually not extend over more than five days of the period Sunday through Saturday.

C. Employees shall not be scheduled to work more than two of the established work shifts (days, evenings, and nights) within any fourteen consecutive day period unless the parties locally agree to a period longer than fourteen consecutive days.

D. Employees shall not be required to report to work unless they have had at least 12 hours of off-duty time between work tours. Exceptions may be made by mutual agreement between the employee and their supervisor.

E. Rotation - Scheduled off-tours shall be rotated fairly and equitably among affected employees, i.e., day/evening, day/night.

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. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.

G. Records of weekend and off tours shall be kept by the Department to ensure fair and equitable treatment of employees. These records shall be readily available for review by the employees and local union.

H. Seniority among employees with comparable qualifications will be the determining factor for access to a preferred tour. Seniority will be defined locally.

I. Excessive use of overtime in any area will be evaluated by the local union and the Department to review staffing options.

J. Every practicable effort will be made to assure that work schedules will not be for more than six consecutive days for eight hour tours, three consecutive days for twelve hour tours, and four consecutive days for ten hour tours with no less than two consecutive days off. Changes in the above procedures shall not be made without notice to the local union.

K. The local union shall be provided schedules upon request. Alterations, procedures, and time frames for posting schedules shall be negotiated locally. If posted time sheets are altered, notification will be given to the employee in a timely manner.

L. When a change of uniform is required, the Department will provide up to ten minutes at the beginning and ending of a tour for the employees to change clothes. In addition, employees will be allowed a reasonable amount of time to change clothes when their clothing becomes soiled.

M. The Department will permit reasonable clean-up time at the end of each shift for the purpose of returning tools or equipment and cleaning up the work areas and machinery as necessary in each work area. No employee shall be required to remain after the end of his/her shift without appropriate compensation for the purpose of cleaning up the designated area.

Section 4 - General Overtime Provisions

A. Overtime shall be distributed in a fair and equitable manner.

B. When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of 15 minutes.

C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.

D. It is agreed that non-bargaining unit employees shall not be scheduled on overtime to perform the duties of bargaining unit employees for the sole purpose of eliminating the need to schedule bargaining unit employees for overtime.

E. The Department shall make a reasonable effort to give the employee as much notice as possible when planned overtime is required, and further, will give due consideration to the employee's personal circumstances. At the employee's request, the Department will endeavor to avoid mandated overtime exceeding four hours at the end of the employee's tour of duty.

F. Those employees eligible by Title 5 or Title 38 can accrue and use compensatory time when approved by the Department. Eligible employees may request compensatory time off in lieu of premium pay for overtime work. The approving official will consider staffing needs in the decision whether to approve compensatory time. Supervisors shall not require the above mentioned employees to take compensatory time in lieu of overtime pay. Appropriate officials or their designees, may, at the request of a GS or FWS employee on a flexible schedule, grant compensatory time off in lieu of overtime pay, whether such overtime hours are regularly scheduled or irregular or occasional in nature. If the employee does not request compensatory time off in lieu of overtime pay, or if the employee's request for compensatory time off in lieu of overtime pay is not granted, the employee shall be compensated for such overtime under the applicable statutory provisions.

G. The Department shall, to the extent practicable, permit employees who earn compensatory time instead of overtime to use their compensatory time at the earliest time convenient to them within 26 pay periods. Normally, compensatory time off shall be granted before annual leave is approved. If annual leave would otherwise be forfeited, however, the annual leave shall be granted before compensatory time off. Any employee who is unable to use compensatory time within 26 pay periods shall receive overtime pay instead.

H. Employees who are required to work overtime will be allowed to call at no cost to themselves to make necessary arrangements. This shall include but is not limited to

dependent care arrangements and updates, medical appointments, classes and self-improvement commitments, etc.

I. When employees in a voluntary situation indicate in advance that they will work overtime, the Department should have an expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have his or her name placed at the end of any overtime roster.

J. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two hours overtime pay. Employees called in for emergency work outside their basic workweek shall not normally be required to perform non-emergency functions. This does not preclude employees from being called in to provide coverage in non-emergency situations.

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. The Department will make available to the Union, upon request, current records of overtime assignments.

L. Employees required to work through their non-duty meal period shall be paid for such time.

M. In the event of an extension of a regular work shift into an evening or night work shift for more than a three hour overtime work period, reasonable time will be allowed, when possible, for procurement and eating of food. This will occur no later than three hours after the overtime starts.

Section 5 - Paid On-Call/Standby

A. Title 5 Employees and Hybrids earning on-call pay under authorities other than 38 USC 7454.

1. Paid on-call and standby duty will be rotated among all qualified staff. Records of paid on-call and standby duty shall be kept by the Department and made available to the local union upon request. Employees scheduled for paid on-call duty shall be issued pagers or other mobile technology which will be used to notify them of a need for their return to duty.

2. On-call employees shall not be expected to work more than 16 consecutive hours of actual work, except in rare and unusual circumstances.

3. Employees will not be required to stay at home unless they are in a standby duty status (5 CFR 550.141) or required to wear and respond to beepers/pagers unless they are scheduled to be in an on-call duty status under the provisions of 38 USC 7457.

4. Employees shall not be scheduled on-call while on annual leave.

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.

6. Those employees currently in a standby pay retention status will continue to be paid under the provisions of 38 USC 7457(c).

B. Registered Nurse (RN), Certified Registered Nurse Anesthetist (CRNA), Physician Assistant (PA), Expanded Function Dental Auxiliary (EFDA), and Hybrids earning on-call pay under 38 USC 7453(h) or 7454:

1. RNs and CRNAs earn premium pay at 10% of their overtime rate for officially scheduled on-call duty pursuant to 38 USC 7453(h). PAs and EFDAs earn premium pay on the same basis as RNs for officially scheduled on-call duty pursuant to 38 USC 7454(a). Other hybrid employees may earn premium pay on the same basis as nurses for officially scheduled on-call duty pursuant to 38 USC 7454(b).

2. Procedures relating to on-call duty for employees covered by Paragraph 1 above are contained in VA Handbook 5007, Part V, Chapter 5, Paragraph 1. This paragraph is purely for informational purposes and is not itself subject to collective bargaining or grievable under the negotiated grievance procedure.

3. Records of on-call duty shall be kept by the Department and made available to the local union upon request.

Section 6 - Local Negotiations

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.

ARTICLE 22 - INVESTIGATIONS

Section 1 - General

A. As exclusive representative, the local union shall be given the opportunity to be present at any examination of an employee in the bargaining unit(s) by a representative of the Department in connection with an investigation if:

   1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,

   2. The employee requests representation.

B. The right to union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.

C. The Department shall annually inform its employees of their right to union representation under 5 USC 7114(a)(2)(B) by posting notice of such rights on bulletin boards and through other appropriate means.

D. If any supervisor or Department official, in advance of or during the questioning of an employee, contemplates the likelihood of disciplinary action, the employee shall be informed of his/her right to union representation prior to further questioning. If an employee in the bargaining unit requests local union representation, the Department will reschedule the meeting as soon as possible, and the local union will be given the opportunity to be present.

Section 2 - Investigations

A. The Department agrees that before employees conduct a formal investigation, they shall be properly trained.

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.

C. Investigations should consider all facts, circumstances, and human factors. An investigation shall be conducted in an expeditious and timely manner.

D. Employees have the right to be represented by the local union while being questioned in a formal investigation or while being required to provide a written or sworn statement. Before such questioning begins or a statement given, employees will be informed of the reasons they are being questioned or asked to provide a statement.

E. If an employee is the subject of an investigation, he/she will be informed of the right to local union representation prior to being questioned or asked to provide a statement. The employee will also be informed of the nature of the allegation(s). Once an employee requests local union representation, except in very rare and unusual circumstances, no further questioning will take place until the local union is present.

F. Supervisors, employees, and local union representatives will not, except as specifically authorized, disclose any information about an investigation. A copy of the statement of the

employee will be given to the employee and/or the employee's representative upon request. If no action was taken as a result of this investigation, the employee who was the subject will receive the findings in a timely manner.

G. Upon request, the subject of the investigation and the local union will be furnished a copy of the complete investigation file (not just the evidence file) and all other relevant and pertinent information which would be provided under the Freedom of Information Act (FOIA) or 5 USC 7114, which would normally include the Administrative Investigation Board (AIB) report findings.

H. The statement of employee rights and obligations will be consistently applied throughout the bargaining unit. That statement will be consistent with this Agreement and include the following:

   1. The employee's right to representation by the local union;

   2. The right of an employee to a copy of his/her personal statement or testimony; and,

   3. The right of an employee not to incriminate him/her self.

I. When an employee has requested local union representation in an investigative proceeding, the local union representative may fully and actively represent the employee and is not limited to the role of an observer.

J. An employee's representative shall receive a complete copy of all evidence used to support the Department's action. This includes, but is not limited to, copies of all tapes, testimony/transcripts, recommendation and/or findings, and photographs. The Department will make every effort to provide additional information requested by the employee's representative. The Department will provide a written explanation of any denial of information requested in a timely manner.

K. The participation of bargaining unit employees on an AIB will be with the consultation of the Union.

ARTICLE 23 - MERIT PROMOTION

Section 1 - Purpose and Policy

The parties agree that the purpose and intent of the provisions contained herein are to ensure that promotions are made equitably and in a consistent manner. Promotions shall be based solely on job-related criteria and without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, sexual orientation, national origin, non-disqualifying disabling condition, or age. This article sets forth the merit promotion system, policies, and procedures applicable to bargaining unit positions in the Department.

Section 2 - Development of Career Pathways

A. The parties will explore various means of enhancing career opportunities including but not limited to career ladders, administration movement, broad banding, etc.

B. The parties are committed to establishing career ladder positions within the organization in those situations where positions and functions can be grouped in a way compatible with program and work considerations.

C. The parties agree to develop and implement career ladder positions through joint labor-management involvement. Labor and management will work together as follows:

   1. Participation will include bargaining unit representatives appointed by the local union;

   2. The parties will have appropriate personnel and classification support;

   3. Review will consider existing positions and work functions within the respective component in all job categories (i.e., professional, technical, administrative, clerical, wage grade);

   4. Consolidate/revise existing positions and develop career ladder positions where appropriate. The parties will attempt to design career ladders which provide opportunities for both lateral movement between career ladder positions and promotion to higher graded career ladder positions.

Section 3 - Career Ladder Plans

A. Career ladder positions help employees develop to successfully perform higher level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge compared to journey-level responsibilities. The responsibilities at each level of the career ladder position will be communicated to employees through the PD and career ladder plan. Career ladder plans will be tailored to the complexity of the job duties and will permit individuals to learn and assume the fuller range of duties.

B. A career ladder plan will be established for each career ladder position. The career ladder plan will outline the objective criteria for each grade level which an employee must meet in order to be promoted. A copy of the plan will be given to each employee upon entry into the career ladder and when the employee is promoted to a new level of the career ladder. The

employee will also be advised of his/her earliest date of promotion eligibility. 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. The employee will be provided with a copy of any revised career ladder plan within 30 days of such revision.

Section 4 - Career Ladder Advancement

A. At the time the employee reaches their earliest date of promotion eligibility, the Department will decide whether or not to promote the employee.

   1. If an employee is rated as successful and is meeting the promotion criteria in the career ladder plan, the Department will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met.

   2. If an employee is not meeting the criteria for promotion, the employee will be given a written notice at least 60 days prior to earliest date of promotion eligibility. The written notice will state what the employee needs to do to meet the promotion plan criteria. Should a career ladder plan require only a three month training period, the above notice shall be a reasonable period prior to the earliest date of promotion eligibility.

      a. If the employee is making progress, the supervisor will ensure that the employee has the opportunity to acquire pertinent skills and knowledge and to demonstrate that they meet promotion requirements as soon as feasible.

      b. If the employee is experiencing problems, the provisions in Paragraph B of this section are applicable.

   3. In the event that the employee met the promotion criteria, but the appropriate Department official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

B. At any time a supervisor and/or employee recognize an employee's need for assistance in meeting the career ladder advancement criteria, the supervisor and employee will develop a plan tailored to assisting the employee in meeting the criteria. The plan should include all applicable training, as well as any other appropriate support. At the request of the employee, the local union may provide assistance. If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Department may:

   1. Provide the employee with additional time to meet the promotion criteria;

   2. Assign the employee duties commensurate with their current grade (The career ladder plan may end, and the employee will remain at the level they attained within the career ladder. The employee may be reinstated back into the career ladder plan non-competitively if the employee remains in the position covered by the career ladder plan.); or,

   3. The employee may be assigned to another position at the same grade and step.

C. If an employee is denied a career ladder promotion because of the unavailability of enough work at the next grade, the Department agrees that, if an employee performs the work of the

higher-graded position for the required amount of time during a pay period to qualify for reclassification to the higher grade, the employee will be temporarily promoted for that entire pay period.

Section 5 - Definitions

For the purpose of this article, the definitions contained in Part 335 and other related parts of Title 5 CFR shall be incorporated as a part of this Agreement except as otherwise defined in this Agreement.

Section 6 - Applicability of Competitive Procedures

A. Promotions

Any selection for promotion must be made on a competitive basis unless it is excluded by Section 7 below.

B. Reassignments/Changes to Lower Grade

Any selection to a position that provides specialized experience (Job Qualification System for Trades and Labor Occupations, OPM Handbook X-118C) that the employee does not already have and is required for subsequent promotion to a designated higher grade position and/or to a position with known promotion potential must be made on a competitive basis.

C. Details

Competitive procedures will be applicable to any selection for detail of more than 60 days to a higher graded position, to a position with known promotion potential, or a position which provides specialized experience (Job Qualification System for Trades and Labor Occupations, OPM Handbook X-118C) required for subsequent promotion to a designated higher-graded position.

D. Training

Competitive procedures will be applicable to selections for training when eligibility for promotion to a particular position depends on whether the employee has completed that training.

E. Appointments

Competitive procedures apply to the transfer of a federal employee or to the reinstatement of a former federal employee to a position above the highest grade previously held permanently (unless the position is a higher-graded successor position as described in Paragraph D 5 of Section 7 of this article) or to a position at or below that grade if the position has promotional potential above the highest grade previously held permanently. The employee must not have been demoted or separated for cause from the higher grade(s) and, when competitive procedures apply, be identified as a well-qualified candidate with eligible Department employees to be eligible for appointment. To the extent feasible, the same qualification standards and the same methods of evaluation will be applied to both Department employees and persons being considered for appointment to higher-graded

positions above the highest grade previously held permanently by transfer or reinstatement. If it is determined that these methods are not feasible, the parties will meet and confer on the methods to be utilized.

F. The procedures for vacancies filled under competitive actions are described in this article.

Section 7 - Applicability of Noncompetitive Actions

A. Promotions

The following promotions may be taken on a noncompetitive basis unless otherwise provided:

1. Promotion of the incumbent in a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities and not as the result of a planned management action;

2. Promotion of an incumbent or an individual entitled to re-employment rights to a position that is reclassified to a higher grade without significant change in duties or responsibilities either on the basis of a new classification standard or as the result of correction of an original classification error (When the incumbent of the upgraded position meets the legal requirements and qualification standards for promotion to the higher grade, the incumbent will be promoted.);

3. Promotion of an employee previously selected competitively for a lower step of a career ladder;

4. Promotion after receiving priority consideration;

5. Promotion of an employee when directed by authorized authorities (i.e., judges, arbitrators, FLRA, and other appropriate authorities);

6. Agencies may noncompetitively reinstate, transfer, or promote an employee up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade for cause;

7. Temporary promotions to a higher grade totaling 60 days or less during any 12 month period (If a temporary promotion which was not expected to exceed 60 days was originally made on a noncompetitive basis, any extension beyond 60 days must be made under competitive procedures.);

8. Career ladder promotions following noncompetitive conversion of a cooperative education student in accordance with the requirements of applicable OPM policy;

9. Promotion of an employee covered by an approved training agreement;

10. Promotion of an employee placed competitively in a trainee position;

11. Any other noncompetitive action authorized by law or existing government-wide regulation.

B. Reassignments/Changes to Lower Grade

A reassignment or change to lower grade to a position that does not provide specialized experience (Job Qualification System for Trades and Labor Occupations, OPM Handbook X-118C) that the employee does not already have and is required for subsequent promotion to a designated higher-graded position or to a position having no known promotional potential may be taken on a noncompetitive basis.

C. Details

The following details may be made on a noncompetitive basis:

1. Details of 60 days or less to a higher-graded position (see Article 12 - Details and Temporary Promotions);

2. Details of 60 days or less to a position at the same or lower grade with known promotional potential or to a position which provides specialized experience (Job Qualification System for Trades and Labor Occupations, OPM Handbook X-118C) required for subsequent promotion to a designated higher-graded position;

3. Details to a position at the same or lower grade with no known promotion potential or to a position which does not provide specialized experience (Job Qualification System for Trades and Labor Occupations, OPM Handbook X-I I8C) required for subsequent promotion to a designated higher-graded position;

4. Details to unclassified duties.

D. Other Noncompetitive Actions:

1. Conversion of an employee from a temporary promotion to a permanent promotion in the same position and duty station provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent;

2. Selection from an OPM-approved register;

3. Transfer of a federal employee or reinstatement of a former federal employee (including conversion to reinstatement from a temporary appointment) to a position at the same or lower grade than the highest permanent grade held under a career or career-conditional appointment provided the candidate was not demoted or separated for personal cause from a higher grade and also provided that the position does not have known promotion potential to a grade higher than the highest permanent grade held;

4. Reinstatement to the same career ladder position for which an employee was previously selected competitively or to a similar career ladder position having similar qualification requirements and having no greater known promotion potential;

5. Reinstatement of a former Department employee to a position which is the higher-graded successor to a position he/she previously held (Such reinstatements may be

made noncompetitively when classification of the successor position is based on the establishment of a new position classification standard or the revision of a position classification standard.);

6. A position change permitted by reduction-in-force regulations;

7. Consideration or selection of:

   a. Disabled veterans under 5 CFR 315.604;

   b. Disabled veterans under 5 CFR 315.707;

   c. Cooperative education students under 5 CFR 213.3202;

   d. Veterans Readjustment Appointments under 5 CFR 307;

   e. Severely handicapped appointments under 5 CFR 213.3102 (u) and (t);

   f. Schedule A & B Excepted Appointments;

   g. Any other noncompetitive action authorized by law or existing government-wide regulation.

E. Additional procedures for noncompetitive details and reassignments are described in Article 12 - Details and Temporary Promotions and Article 13 - Reassignment, Shift Changes, and Relocations.

Section 8 - Vacancy Announcements and Areas of Consideration

A. All positions to be competitively filled in the bargaining unit by actions covered by this article shall be posted unless filled under Section 7 which provides for exclusions from coverage. For the same type of vacancy (title, series, and grade), a certificate may be used for up to 90 days to refer candidates without re-announcing the vacancy.

B. Prior to considering candidates from outside the bargaining unit, the Department agrees to first consider internal candidates for selection.

C. Areas of Consideration

The areas of consideration will be:

1. FIRST - Facility-wide (including satellites) except:

   a. This area may be made more narrow or expanded through mutual agreement;

   b. Where evidence suggests that the area of consideration is not expected to produce at least three qualified candidates, it may be expanded. (The vacancy announcement will identify the expanded area of consideration.);

   c. For VACO unit positions, GS-12 and above, the area of consideration may be expanded.

However, in all cases, (a, b, and c above), first and full consideration shall be given to any best qualified candidates within the facility (or more narrow area).

2. SECOND - Any other promotion candidate or candidate required to compete from other VA facilities.

3. THIRD -

    a. Reassignments/demotions to positions with higher known promotion potential.

    b. Reinstatements to positions at a higher grade or with higher known promotion potential

    c. Transfers to positions at a higher grade or with higher known promotion potential.

D. Consideration of Department employees as promotion or promotion potential candidates outside the normal area of consideration for positions covered by this article will be considered as follows:

The employee can submit an application and supporting attachments, designated on the form, to the appropriate Human Resources (HR) Office. The applicant should indicate thereon the specific position or types of positions, and location(s) for which the employee wants to be considered. To ensure full consideration, employees should include on their applications information relevant to the assessment criteria for the position in which they may be interested. In order to be considered for a particular vacancy, the employees must have the form on file with the HR Office prior to closing of the announcement.

E. Consideration of Department Candidates for Reinstatement

When consideration is given to a former Department employee applying for reinstatement, noncompetitive referral will initially be made for:

1. Positions at the last grade;

2. A position which is the higher-graded successor to a position they previously held; and,

3. Positions at any higher grade(s) the employee held permanently if the employee was not demoted or separated for cause from the higher grade.

However, if vacancies do not exist at these grades, if requested by the employee, referral may be made to a lower-graded position. Last grade is defined as the grade of the last position held under a non-temporary appointment for reinstatement candidates. If applicants accept referral to the lower-graded position, they must sign a statement that they fully understand and accept the referral. However, employees will also be informed that they do not have to accept a lower-graded position in order to be reinstated. Consideration for bargaining unit positions above the last grade permanently held must be competitive.

F. Information on Vacancy Announcements

Vacancy announcements will include, at a minimum:

1. Statement of nondiscrimination;
2. Announcement number and opening and closing dates;
3. Position number(s), title(s), series, and grade(s);
4. Number of vacancies to be filled;
5. Promotional test to be used, if any, and where applicable, positions in the "same-line-of-work;"
6. Geographic and organizational location;
7. Time-in-grade requirements, if any;
8. Area of consideration;
9. Summary of qualification requirements and duties for the position;
10. Hours of work and/or the availability of alternative work schedule options;
11. If appropriate, a statement that the vacant position is a trainee position leading to a noncompetitive promotion and conditions for promotion;
12. Permanent or temporary nature and duration, if temporary;
13. Filing instructions;
14. Name and telephone number of the personnel specialist or other individual to contact for specific assessment criteria and other information relating to the announcement; and,
15. The HR Office or the address where the application is to be submitted.

The Department agrees to standardize VA vacancy announcements to the extent feasible.

G. Announcing Career Ladder Vacancies and Vacancies Covered by Training Agreements

Career ladder vacancies and vacancies covered by training agreements may be announced at any or all grades. The local union will be provided with written notice of any changes in the posting of these announcements prior to being posted.

H. Posting and Distribution of Vacancy Announcements

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. The Department agrees to post vacancy announcements within the area of consideration and to make copies available to employees, upon request, in accordance with the following:

1. Individual vacancy announcements will remain open and posted for 15 workdays;

2. Open continuous announcements will remain posted at all times. (When it has been determined that an open continuous vacancy will be filled, the cut-off notice will be posted in order for all interested employees to apply.);

3. Scheduled employee absence of three weeks or less: Employees temporarily absent on approved leave, detail, at training courses, or on official business, for periods not to exceed three weeks may, upon their return, review position vacancies announced and closed during their absence, and make application for such vacancies in which they are interested. Such late applications must be submitted within three workdays after return to duty and must be accompanied by a statement prepared and signed by the employee and also signed by their supervisor explaining the dates and reason(s) for the employee's absence. Employees filing delayed applications under this provision will be considered only for those vacancies for which a best-qualified list has not yet been prepared.

I. Amending Vacancy Announcements

If a vacancy announcement has been posted and is later found to contain a substantial error concerning items listed in Paragraph F of Section 8, the announcement will be amended if the selecting official still intends to fill the position under the competitive process. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-file in order to be considered.

J. Vacancy Announcement/Locating Candidates

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. However, such cancellations will not be used to compromise merit promotion principles.

Section 9 - Knowledge, Skills, Abilities, and Other Characteristics

A. Definition

KSAO stands for knowledge, skill, ability, and other characteristics.

B. The parties agree that KSAOs developed for all current and future unit positions, and changes and modifications thereto, will be fair, job-related, applied equitably and uniformly, and established in accordance with law, higher authority rules and regulations, and this Agreement.

C. Changes to Established KSAOs

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. 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.

D. Procedures

1. KSAOs will be developed by:

   a. Identifying the major tasks/duties of the position through a job analysis based on information contained in the PD, career ladder plan, qualification standards, and/or classification standards; and,

   b. Identifying the worker characteristics and demonstrated abilities (KSAOs) needed to perform the job.

2. KSAOs are defined as follows:

   a. Knowledge is a body of learned information used directly on the job;

   b. Skill is a present competence to perform a skill, and unlike an ability, involves observable, quantifiable, and measurable performance parameters such as typing and pipefitting;

   c. Ability is the power to perform an activity at the present time. (An ability is evidenced by the performance of some activity or work and should not be confused with an aptitude which is only a potential for performing an activity. An aptitude cannot be determined or measured by information in applications.);

   d. Other Characteristics must be directly observable or measurable and job-related.

3. For each announced vacancy in the bargaining unit, not less than three and not more than eight KSAOs will normally be identified.

   a. KSAOs shall be measurable (degree of possession can be discerned) and reasonable (some candidates can be expected to possess them). Any KSAOs which do not meet these criteria will be dropped.

   b. The KSAOs developed will be reviewed to determine which ones are critical to successful job performance. These KSAOs (at least two) will be designated as selection factors.

   c. Task examples shall be developed for each KSAO. The task examples shall be derived from, and consistent with, the official PD of record. Task examples shall be identified in the vacancy announcement and fully documented and made part of the merit promotion package.

Section 10 - Panel for Competitive Action

A. Subject to Paragraph C of Section 10, panels will be established for all competitive actions.

B. Panel Membership Requirements

1. Panel members shall be instructed in the tasks necessary to perform the panel's function.

2. 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.

3. The parties recognize that some competitive actions may require larger or smaller panels. The Department may determine the necessary panel size.

4. Panel members will not be in competition for the vacancy(s) and must be at least the same grade or higher, if possible, than the vacancy to be filled.

5. A relative of an applicant may not serve on the panel.

6. Members of the panel should be familiar with the job requirements of the position(s) being filled.

C. Panel Information

The Department will provide the promotion panel with all of the necessary information for completing its function.

D. Panel Responsibilities

The Panel will:

1. Apply evaluation criteria to ensure that a well-qualified candidate is selected:

   a. When there are eight or fewer, (nine for two vacancies, ten for three, etc.) qualified promotion candidates, they will be referred in order of entry on duty date at the current Department facility to the selecting official for consideration without rating and ranking.

   b. When there are more than eight qualified promotion candidates in the first area of promotion consideration, a Panel shall be convened.

   c. Promotion candidates from outside the first area of promotion consideration shall be rated by the Panel if the candidates from the first area were rated and ranked.

   d. The Panel will evaluate each application in order to ascertain the relevancy of the candidate's background (including but not limited to work experience, awards, training, outside activities, etc.) to the KSAOs. Candidates will be evaluated on the extent to which they possess the KSAOs relevant to the position being filled. This assessment will be based on the applicant's description of the proportion of time spent performing relevant activities, the complexity of the activity, identifiable results, level of contacts involved in performing the work, or the scope of responsibilities and duties performed.

e. In making this evaluation, the task examples should not be taken as the only types of evidence which demonstrate possession of a KSAO.

2. Determining the Best Qualified List for Referral:

a. First Area of Promotion Consideration.

1) The evaluation panel will review the listing of ranked promotion candidates to determine whether a meaningful break is present. The meaningful break is where:

a) The lowest ranking candidate above the break should be able to perform the job with substantially equal success as all candidates with higher scores, and

b) The highest ranking candidate below the break should not be able to perform with substantially equal success as those above the break.

2) Promotion candidates above the break will be placed on the best qualified list for referral. If there is no break and/or there are too many candidates above the break, the eight highest ranking candidates will constitute the best qualified list and be referred in order of their entry on duty date at the facility.

b. In order to be referred, candidates who have to compete under the procedures of this article and who are outside the facility shall have a rating equal to or better than the meaningful break or cutoff established by the promotion candidates within the first area of promotion consideration.

c. Length of service with the Department shall serve as a tie breaker where one is necessary.

d. A copy of any referral list forwarded to a selecting official will be provided to the local union.

E. Multiple Grade Levels or Locations

If an announcement pertains to more than one grade level or geographic location, a separate list of eligible persons will be developed for each grade level and location.

F. Documentation

The Panel will document working notes. Notes may be annotated on worksheets used by the panel. The notes will serve as reference material to document the process by which the decision was made.

G. Confidentiality

The results of the panel's actions will be treated confidentially and in accordance with provisions of the Privacy Act.

H. Decisions

The panel will make its decision(s) by consensus.

Section 11 - Sources of Information on Candidates

A. Any awards the applicants have received must be considered by the selection panel but only to the extent they are relevant to the rating factors/job elements for the position being filled.

B. Once applications are received and the selecting panel convened, no other information on a candidate may be gathered unless with the approval of the panel.

C. VA Form 4676a, Employee Supplemental Qualifications Statement, is to be used, and it will be the primary source document used to evaluate qualifications and to rate and rank candidates.

   1. Employees are responsible for giving complete and accurate information and for submitting VA Form 4676a by close of business on the seventh calendar day after the closing date of the vacancy announcement. If the panel has not yet been convened, late supplementals will be accepted for bona fide reasons. If the form is not submitted within that time, the panel will consider only the information available from other sources described in this section.

   2. The SF-171, Personnel Qualifications Statement, may also be reviewed if available.

D. Interviews

If interviews are used, they must be job-related, reasonably consistent, and fair to all candidates. Also, if interviews are used, all candidates must be interviewed if reasonably available, in person or by telephone where circumstances warrant. If more than one Department official is conducting the interview, a union representative may be present upon the employee's request.

Section 12 - Selection

A. In the event of unanticipated vacancy(s) in the same position and location as the posted vacancy occurring within 90 days of the selection, the selecting officer may make additional selections from the well-qualified candidates selected from the original vacancy announcement.

B. When a selection has been made, the Department will arrange a release date, notify the employee, and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the employee is scheduled to report. If an employee has been selected for promotion, has accepted the offer, and a reporting date has been established, and the resultant request for personnel action (SF-52) is not timely received and/or acted upon by the appointing official, the action shall be made retroactive to the reporting date.

C. Employees selected for career ladder positions will be promoted to the next higher grade level at the beginning of the first pay period after selection, provided time in grade and any other legal promotion requirements are met.

D. The Department recognizes that it is important for maintaining high morale to try to select from within the facility when the candidates are equally qualified to those candidates available from outside sources. Thus, the Department will agree to look closely at the relative qualifications of candidates from outside and within and shall exercise good faith in the selection.

E. If the vacancy is one for which an under-representation exists and is a targeted occupation as identified in the Affirmative Employment Plan, and there are well qualified candidates whose selection would reduce the under-representation, then the selection official will give serious consideration to those individuals.

F. Upon request, the local union will be provided with a written reason for selecting an outside candidate.

Section 13 - Priority Considerations

A. Definition

For the purpose of this article, a priority consideration is the bona fide consideration for noncompetitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory, or program violation. Employees will receive one priority consideration for each instance of improper consideration.

B. Processing

The procedures for processing a priority consideration shall be:

1. Employees will be notified in writing by the authorized Department official of entitlement to each priority consideration. Such notice will advise employees that if a vacancy is announced and posted and the employee wishes to exercise their priority consideration, the employee should submit the necessary application to the Human Resources Management Services (HRMS) with a written request that they wish priority consideration for the vacancy.

2. Priority consideration is to be exercised by the selecting official at the option of the employee for an appropriate vacancy. An appropriate vacancy is one that the employee is interested in, is eligible for, and which leads to the same grade level as the vacancy for which proper consideration was not given.

3. Prior to the evaluation of other applicants, the name(s) of the employee(s) requesting to exercise priority consideration will be referred to the selecting official. The selecting official will make a determination on the request prior to evaluating other applicants.

4. The fact that the employee chooses to exercise a priority consideration does not preclude that employee from also filing an application through the regular posting process.

C. Local Union Notification

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.

Section 14 - Special Consideration

A. Employees who were downgraded without personal cause (i.e., where the downgrade was not due to misconduct, inefficiency, or at the employee's own request), may be eligible for special consideration. Re-promotion may be made to a grade previously held on a non-temporary basis or to an intervening grade. This applies only when the employee was downgraded in the Department and the re-promotion is to a grade formerly held in the Department.

B. Employees under this provision will receive a special consideration for each grade for which they were demoted or downgraded.

Section 15 - Keeping Employees Informed

A. Employees who apply for and inquire about a specific promotion action will be given the following information by the HR Office or the selecting official:

   1. Whether they met the minimum qualification requirements;

   2. Whether they were in the group from which selection was made;

   3. Who was selected; and,

   4. Upon request, the selecting official shall provide a verbal statement of the reason(s) why the employee was not selected and/or a written statement regarding what areas, if any, he/she should improve to increase their chances for future selection.

B. Upon request, an employee will be shown any record of production or any supervisory appraisal of past performance which has been used in considering him/her for promotion. An employee is not entitled to see records on another applicant unless he/she is the selecting official, a member of the selection panel, or otherwise officially involved in the promotion process, or he/she has the written consent of the subject of the record or is an agency official with a need to review the record. However, an employee and/or the local union shall have access, consistent with law, government-wide rule, or regulation, to all pertinent records used in the process of filling vacancies which are requested for the purpose of processing or filing a grievance, EEO complaint, or other appeal.

Section 16 - Local Union Review of Competitive Actions

A. The local union will be permitted to conduct audits of promotion packages for all bargaining unit positions when it has reason to believe a discrepancy exists or when requested to do so by an employee.

B. The local union will provide the Department with the names of the local union representatives who are responsible for conducting audits. Any changes to the list of designated representatives will be sent to the Department in writing. The representative designated to conduct the audit will not have been an applicant for the promotion package being audited.

C. If the employee chooses to use the Union procedure, he/she must make a written request to the local union within 15 working days after the selection is posted on the biweekly promotion listing. A local union request under Paragraph A above must be made within the same time limits.

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. An auditor shall treat information confidentially and review it in HRMS in the presence of a Department official.

E. If, during the course of the audit, additional information is determined to be necessary, such information shall be secured from HRMS.

F. Employees who elect to use the grievance procedure rather than the Union audit procedure must initiate action in accordance with Article 43 - Grievance Procedure.

ARTICLE 24 - OFFICIAL RECORDS

Section 1 - Official Records and Files

No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulations, Department regulations, and this Agreement or its Supplements. All personnel records are confidential and shall be known or viewed by officials only with a legitimate need to know for the performance of their duties; they must be retained in a secure location. Employees shall be advised of the nature and purpose of their eOPF and its location.

Section 2 - Access to Records

A. During normal duty hours, employees and/or their representative(s) designated in writing shall have the right to examine records personally identified to the employee (i.e., eOPF, EEO, evidence files, appeal and grievance records), PDs, and classification standards during normal duty hours. Employees, or their representative(s) designated in writing, may receive at no cost copies of personally identified records which have not been previously furnished. Additional copies will be provided; however, there may be a charge in accordance with the Department fee schedules in effect at the time of request.

B. Employees' access to their own medical records maintained by the Department may be refused only if, in the sole judgment of a health care professional, their disclosure would be harmful to the mental or physical health of the individual. In such cases, the medical record(s) may be released only to an employee's representative designated in writing. There may be instances where the Department health care official may encourage the release of medical information to another health care professional.

C. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed on the left (temporary) side of the eOPF. Nothing in this section shall negate an employee's right to grieve any matter.

D. Access to personnel records of the employee by the employee and/or the designated representative will be granted when requested if such records are maintained on the facility where the employee is located. If the records are not so maintained, the appropriate administrative office will immediately initiate action to obtain the records from their location within three working days of the request and make them available to the employee and/or designated representative.

Section 3 - Outdated Records

A. All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules.

B. When eOPFs are purged, personal materials provided by the employee shall be returned to the employee (e.g., transcripts, certificates).

C. Each facility will maintain a system of follow-up to assure that any written counseling, disciplinary, or similar action with a time limit on it is removed on the proper date and returned to the employee.

D. If any outdated or unauthorized material is accidentally left in a file, it may not be used to support any personnel action detrimental to the employee.

Section 4 - Supervisory Notes

A. Individual files on each employee not approved by the Department as an official system of records will not be kept by Department officials at any level.

B. Subject to Paragraph C of this section, if supervisors make a personal decision to keep notes on employees, the notes or files:

1. Must be absolutely uncirculated and cannot be reviewed by anyone else (this includes secretaries, other supervisors, or Department officials); and,

2. Must be maintained in secure fashion in order to prevent disclosure.

C. Supervisory notes may only be used to support any action detrimental to an employee if such note(s) have been shown to the employee at the earliest available time after the entry was made and a copy provided to the employee. Once an employee has received a copy of the supervisory note(s), the note(s) can be provided to an appropriate Department official with a legitimate need to know for the performance of their duties.

D. The time frames for retaining supervisory notes will be up to six months, unless used in a personnel action.

ARTICLE 25 - OFFICIAL TRAVEL

Section 1 - Compensation and Travel

A. To the maximum extent practicable, time spent in travel status away from the employee's ODS will be scheduled by the Department within the normal working hours. Where it is necessary that travel be performed during non-duty hours, the employee will be paid overtime or may opt for compensatory time when such travel constitutes hours of work under 5 USC or the Fair Labor Standards Act, if applicable. If the travel does not constitute hours of work under 5 USC or the Fair Labor Standards Act, the employee may be eligible for compensatory time for travel. It is the employee's responsibility to request and obtain travel authority in advance of travel.

B. Official travel away from an employee's ODS is hours of work if the travel is:

1. Within the days and hours of the employee's regularly scheduled administrative workweek, including regularly scheduled overtime hours; or,

2. Outside the hours of the employee's regularly scheduled administrative workweek, is ordered or approved, and meets one of the following four conditions:

   a. Involves the performance of work while traveling (such as driving a loaded truck);

   b. Is incident to travel that involves the performance of work while traveling (such as driving an empty truck back to the point of origin);

   c. Is carried out under arduous and unusual conditions (e.g., travel on rough terrain or under extremely severe weather conditions); or,

   d. Results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena).

3. To be creditable as hours of work, travel must be officially authorized. In other words, travel must be for work purposes and must be approved by an authorized agency official or otherwise authorized under established agency policies.

C. When an employee performs official travel outside their normal working hours, but the travel does not constitute hours of work under 5 USC or the Fair Labor Standards Act, then the employee will be allowed to accrue compensatory time off for travel.

D. Employees are entitled to compensatory time off for travel consistent with 5 CFR 550.1404. For the purpose of compensatory time off for travel, time in a travel status includes:

1. Time spent traveling between the ODS and a temporary duty station;

2. Time spent traveling between two temporary duty stations; and,

3. The usual waiting time preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure).

4. Compensatory time off for travel shall be administered consistent with VA Handbook 5007, Part VIII, Chapter 15. Determinations regarding what is creditable as "usual waiting time" are within the sole and exclusive discretion of the employing agency. Employees may request credit of excess waiting time by providing a written explanation in the Remarks Section of VA Form 0861. The explanation must include the amount of excess waiting time requested, the reason for the excess waiting time, an explanation why the employee was unable to use the time for personal use and any additional information or documents that supports the request. Extended periods of waiting time when the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, are not creditable as time in a travel status.

E. Compensatory time off for travel may only be earned for time in a travel status when such time is not otherwise compensable. Compensable refers to periods of time creditable as hours of work for the purpose of determining a specific pay entitlement. For example, certain travel time may be creditable as hours of work under the overtime pay provisions.

F. Compensatory time off for travel is forfeited:

1. If not used by the end of the 26th pay period after the pay period during which it was earned;

2. Upon voluntary transfer to another agency;

3. Upon separation from the Federal Government.

G. An employee may not receive payment for unused compensatory time off for travel.

Section 2 - Change from Per Diem Allowance to Actual and Necessary Subsistence Expenses

A. Advance Authorization

An employee scheduled to travel in an area for which a per diem allowance is prescribed may request advance authorization for travel on the basis of actual and necessary subsistence expenses. Any such request will normally be approved when the supporting justification showing that the unusual and exceptional circumstances for the request meets the requirements of the Federal Travel Regulations and Department-wide guidelines.

B. Post Approval

Reimbursement for actual and necessary subsistence expenses allowable under law and/or rules and regulations issued above will normally be authorized on a post-approval basis if the employee can justify that prudent expenses required by the ordered travel exceeds (as defined by the Federal Travel Regulations and Department-wide guidelines) the prescribed per diem rate. This provision applies only to travel involving assignments of 30 calendar days or less.

Section 3 - Continuation of Approved Travel Expenses

Employees who are unable to arrive at or return from their destination as scheduled will be reimbursed for authorized travel expenses, and any applicable fees or penalties provided the inability to arrive or return is due to arduous travel conditions beyond the employee's control. Employees in these circumstances will be in travel/duty status for the duration of their absence.

Section 4 - Advancement of Expenses

A. Employees required to travel shall have the option of requesting a travel advance. Such request shall be filed by the employee as soon as possible and processed by the Department as expeditiously as possible. Normally, the Department will not require an employee to travel overnight prior to receiving a travel advance. If an employee does not have adequate funds, the Department will make every effort to make alternative arrangements, in accordance with the Federal Travel Regulations, and Department-wide travel policy.

B. The Department shall process all claims for travel expenses as expeditiously as possible. The Department will make every effort to reimburse bargaining unit employees within five business days after submission of proper travel claim.

Section 5 - Transportation, Travel, and Per Diem

A. The Department shall authorize local travel orders and pay expenses for Union representatives engaged in representational duties on official time, when traveling between locations such as integrated facilities, CBOCs, Veterans Integrated Service Network (VISN), and Area Offices, or Memorial Integrated Service Network (MISN), or their successor organizations.

B. The Department shall not require employees to use a government credit card unless the employee makes more than five authorized trips a year. However, the Department has the discretion to issue a travel charge card to any employee who requests it.

C. The Department shall issue cell phones or phone calling card(s) to employees, upon request, while on official travel.

D. When an employee on official travel uses a privately owned vehicle (POV), travel expense will be reimbursed consistent with the provisions in this article. Employees shall neither be required to use POVs for government business nor shall they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV for government business. In the event the use of POVs is authorized, mileage for such use shall be compensated at the prevailing rate published in federal regulations.

E. Travel and per diem is an appropriate subject for local bargaining.

Section 6 - Document and Property Loss/Theft

An employee is accountable for government documents or property in his/her possession and/or custody. Employees exercising reasonable care will not be held responsible for documents or property damaged, lost, or stolen from their possession and/or custody. Employees accountable for transporting government documents containing personally identifiable information must adhere to established work rules affecting the handling of such documents.

Section 7 - Protective Assistance

The Department recognizes that some travel job assignments present a threat to the personal safety of employees. When employees or the local union bring such circumstances to the attention of the supervisor, appropriate measures will be taken to assure the safety of the employee. The parties agree to jointly review existing employee protective procedures from time to time to assure that employees receive the maximum feasible protection from such dangers.

Section 8 - Return to Duty Station

An employee on a long-term assignment may be authorized occasional return trips to his/her permanent duty station at government expense on non-workdays. Approval for such return trips are at the administrative discretion of the authorizing official and may be authorized in accordance with the Federal Travel Regulations and the published travel policy of the Department.

Section 9 - Travel Savings Award Program

A. It is the employee's option whether to participate in the Travel Savings Award Program. Each time the employee has saved the government two hundred dollars or more, the Department shall reimburse the employee half the savings, as expeditiously as possible after the employee properly documents the savings. The amount of creditable savings will be reduced by the amount of any additional reimbursable transportation expenses that are incurred, such as additional taxicab charges.

B. If an employee on approved official government travel elects to use his/her own personal airline or hotel travel benefits, such as free airline vouchers or frequent traveler club benefits and similar items, and the use of the benefits results in a cost savings to the Department, the employee may request an award of up to half the savings consistent with the Travel Savings Award Program policy. Such funds shall be reimbursed to the employee as expeditiously as possible following the employee's submission of an approved request for reimbursement.

C. If an employee on approved official government travel elects to utilize lodging that costs less than the maximum lodging per diem rate, or completely avoids lodging expense, the employee may request an award of up to half the savings consistent with the Travel Savings Award Program policy. Such funds shall be reimbursed to the employee as expeditiously as possible following the employee's submission of an approved request for reimbursement. If the employee stays at a hotel, the hotel must be Federal Emergency Management Administration (FEMA) approved for fire/safety requirements. This can be verified at http://www.usfa.fema.gov/hotel/index.cfm, or its successor.

D. Transportation and lodging are not the exclusive bases for realizing creditable travel savings under this program. Employees may be eligible for reimbursement in other circumstances, consistent with the Travel Savings Award Program where the employee demonstrates a cost savings to the Department.

ARTICLE 26 - PARKING AND TRANSPORTATION

Section 1 - Local Negotiations

The parties agree that parking is a substantive subject for local supplemental negotiations to the extent not specifically covered in this Agreement.

Section 2 - General

Where employees are not being charged for parking that is available at the time this Agreement becomes effective, no charge will be initiated for the duration of this Agreement except where required by law. The parties agree that secure, adequate, and accessible parking for employees helps better serve customer needs and should be a consideration in local arrangements.

Section 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.

Section 4 - Violations

An employee will receive two courtesy warnings and one counseling prior to receiving a parking citation by VA police except where a vehicle is parked in clearly marked emergency lanes or parking spaces. All citations issued will be reviewed by the Director or appropriate Department official who may make a recommendation to the Federal Court. The citation or parking warnings will be purged in accordance with the VA Records Control Schedule.

Section 5 - Shuttle Service

The Department may provide existing or future shuttle service on a space available, first come, first served basis for employee use. Changes in the shuttle service used by employees are a subject for local bargaining.

Section 6 - Security

In Department owned parking facilities, the Department will provide a safe and secure parking area for its employees including, but not limited, to the following:

A. Lighting - Adequate lighting in all parking areas throughout the facility.

B. Security Service - For employee safety, VA police will provide escort service, when available and if requested, to parking areas under Department jurisdiction, traffic control, and general facility security.

C. Inspections - Inspections of grounds including facility and parking areas are to be regularly scheduled.

D. Pedestrian Crosswalks - Crosswalk areas from parking area to facility will be clearly marked.

E. Signage - Clearly understandable and unobstructed signs (traffic, pedestrian, etc.) consistent with both General Services Administration (GSA) standards and guidelines and safety traffic engineering principles are to be provided.

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.

G. The provision of electronic security measures and security fencing are subjects for local bargaining.

Section 7 - Commute Options

A. The parties agree to explore alternative commuting options and to encourage their use.

B. The Department will make appropriate arrangements for employees to advertise ride-sharing opportunities.

C. Where possible, the Department will work closely with public transportation agencies to ensure the availability of public transportation to the facility with special emphasis on accommodating mobility impaired employees.

Section 8 - Transit Subsidies

A. Transit subsidies are designed to encourage employees to use mass transportation in commuting to reduce air pollution, noise, and traffic congestion in metropolitan areas.

B. As provided in the VA Directive 0633, or successor document, and any applicable collective bargaining agreement, qualified employees shall receive a subsidy in the form of transit vouchers for purchase of "fare media" or reimbursement that must be used toward public transportation commuting costs. All eligible bargaining unit employees shall be provided the benefit allowed each employee by the Directive.

ARTICLE 27 - PERFORMANCE APPRAISAL

Section 1 - Overview

A. The Department will strive for continuous improvement in performance to fulfill the Department's commitment to providing quality customer service. Accomplishment of the mission is intended to be achieved within an environment that both recognizes the interdependence of employee contributions and promotes teamwork. Improvement in Department performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate.

B. Through a strategic management process, goals will be established, measured, and monitored in a systematic manner. The results of performance appraisal may be used as a basis for recognizing and rewarding accomplishments, identifying developmental needs, and recommending appropriate personnel actions.

C. The purpose of an employee's performance appraisal is to provide a fair and equitable framework for honest feedback and open two-way communication between employees and their supervisors. The performance appraisal focuses on contributions within the scope of the employee's job description in achievement of the Department's overall mission. The performance appraisal process includes an annual written appraisal for each employee.

D. The parties share an interest in improving the performance of the Department's workforce. This shall be achieved by establishing elements and standards that link the employee's performance to the Department's mission; providing employees with frequent feedback; recognizing individual and group performance; customer service; establishing appropriate rewards for good performance; identifying areas for improved performance; and actions to accomplish that improvement.

E. 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. The Department has a very real responsibility for helping employees maximize his/her performance, which can be accomplished through constructive and positive performance evaluations.

F. The performance appraisal process will emphasize:

1. Communication with employees on a continuing basis regarding their achievements and areas in which they could improve;

2. Employee and employee representative participation in the development of the program;

3. Employee development/evolution of the supervisor's role to coach (rather than being used as a disciplinary tool);

4. Continued performance improvement of the organization and its employees and assistance to employees in improving unacceptable performance;

5. Recognition of special contributions as part of or in addition to regular job duties.

G. An annual rating of "fully successful" assures employees of eligibility for award consideration, promotion consideration, and within grade increases and serves as a positive, tangible assertion that the employee is meeting his/her job requirements.

H. The performance appraisal process as set forth in this article is intended to be innovative and evolutionary in nature. Its effectiveness is critical to the Department achieving its mission.

Section 2 - Definitions

A. Appraisal
The process under which performance is reviewed and evaluated.

B. Appraisal Period
The established period of time for which performance will be reviewed and a rating of record will be prepared.

C. Critical Element
A work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. Such elements shall be used to measure performance only at the individual level. Performance plans must contain at least one critical element that must be used in deriving a summary rating.

D. Non-Critical Element
A dimension or aspect of individual, team, or organizational performance, exclusive of a critical element, that is used in assigning a summary level. Such elements may include, but are not limited to, objectives, goals, programs plans, work plans, and other means of expressing expected performance. Performance plans must contain at least one non-critical element that must be used in deriving a summary rating.

E. Minimum Appraisal Period
The 90 day period during which an employee must have performed under communicated performance elements and standards that may result in a performance rating.

F. Performance
The accomplishment of work assignments or responsibilities.

G. Performance Plan
All written or otherwise recorded, performance elements that set forth expected performance. A plan must include all critical and non-critical elements and their performance standards.

H. Performance Rating
The written or otherwise recorded appraisal of performance compared to the performance standard(s) for each critical and non-critical element on which there has been an opportunity to perform for the minimum period.

I. Performance Standard
The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A

performance standard may include quality, quantity, timeliness, and manner of performance. Performance standards can be written for more than one level of achievement where appropriate. However, performance standards must be written at least at the fully successful achievement level.

J. Progress Review
A face-to face meeting with employee(s), at least once during the appraisal period, about their performance. Such a meeting usually occurs during the mid point period.

K. Rating Official
The Department official who rates an employee's performance. Normally, the Rating Official shall be the immediate supervisor.

L. Rating of Record
The performance rating prepared at the end of the appraisal period for performance of assigned duties over the entire period and the assignment of a summary level. This constitutes the official rating of record as defined in 5 CFR Part 430.

M. Special Rating of Record
A performance rating prepared at the end of the minimum 90 day period of performance, used in limited circumstances to document current performance as a basis of a personnel action.

N. Summary Ratings
The record of the appraisal of each critical and non-critical element and the assignment of an overall rating. These ratings will be assigned in accordance with the following criteria:

1. Outstanding. The achievement levels for all elements are designated as Exceptional.

2. Excellent. The achievement levels for all critical elements are designated as Exceptional. Achievement levels for non-critical elements are designated as at least Fully Successful. Some, but not all non-critical elements may be designated as Exceptional.

3. Fully Successful. The achievement level for at least one critical element is designated as Fully Successful. Achievement levels for other critical and non-critical elements are designated as at least Fully Successful or higher.

4. Minimally Satisfactory. The achievement levels for all critical elements are designated as at least Fully Successful. However, the achievement level(s) for one (or more) noncritical elements is (are) designated as Less Than Fully Successful.

5. Unsatisfactory. The achievement level(s) for one (or more) critical elements is (are) designated as Less Than Fully Successful.

Section 3 - Policy

A. In its entirety and application, the performance appraisal process will to the maximum extent feasible, be fair, equitable, and strictly related to job performance as described by the employee's job description.

B. Conduct unrelated to job performance shall not be considered in measuring an employee's performance.

C. Performance appraisals shall be fair and objective. They shall measure actual work performance over the entire rating period in relation to the performance requirements of the positions to which employees are assigned. Regardless of the source(s) of information used for performance appraisal, such information will be collected, used, and maintained in accordance with the Privacy Act.

D. Union officials who are granted official time for representational activities under Article 48 - Official Time, will not be penalized in their performance appraisals for such use of official time. Their performance of duties shall be evaluated against assigned elements and performance standards for the time they were available to perform their duties. The use of official time, in accordance with this Agreement, shall not influence an employee's performance evaluation in any way. If an employee union official spends 100% on official time or does not spend a sufficient amount of time in the performance of regular duties during a performance period to be fairly rated against the performance standards, the employee's performance evaluation for the appraisal period will reflect that they were not given a rating for that performance appraisal period. For the purposes of personnel actions where a rating of record is necessary the last rating of record will be used.

Section 4 - Performance Management Responsibilities

Performance management responsibilities:

A. Appropriate Department officials shall be responsible for:

1. Providing supervision and feedback to employees on an on-going basis with the goal of improving employee performance.

2. Nominating deserving employees for performance awards.

B. Employees are responsible for:

1. Performing the duties outlined in his/her position description and performance elements.

2. Promptly notifying supervisors about factors that interfere with his/her ability to perform his/her duties at the level of performance required by his/her performance elements.

Section 5 - Performance Standards

A. Objective criteria will be used to the maximum extent feasible in establishing and applying performance standards and elements. The rating official will establish and communicate in writing to employee(s) critical and non-critical elements and performance standards, at the beginning of the appraisal period (normally within 30 days). After initial issuance of critical and non-critical elements and performance standards, the elements and standards will be provided annually, thereafter. All aspects of the performance plan, including numerical standards, measurement indicators, priorities, and weightings, if applicable, will be communicated in writing to the affected employees at the time the employees receive

his/her performance elements and standards. The local union may provide input into any changes to performance standards and/or establishment of new performance standards.

B. Whether or not more than one level is defined, the rating official will provide the employee with information that is adequate to inform him/her of what is necessary to reach an "Exceptional" level on each element. Additional information regarding performance expectations can be in the form of written instructions, work plans, records of feedback sessions, responses to employee questions concerning performance, memoranda describing unacceptable performance, or any reasonable manner calculated to apprise the employee of the requirements against which he/she is to be measured. This additional specification should be sufficient to assist the employee in achieving the "Exceptional" level.

C. Performance standards and elements to the maximum extent feasible shall be reasonable, realistic, attainable, and sufficient under the circumstances to permit accurate measurement of an employee's performance, and adequate to inform the employee of what is necessary to achieve a "Fully Successful" level of achievement. Performance standards that assess an employee's manner of performance must be job related, documented, and measurable. There must be a nexus between the expected manner of performance and the expected job results.

D. Performance standards must be written at least at the Fully Successful achievement level. However, standards can be written for more than one level of achievement where appropriate.

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.

F. To the maximum extent feasible, performance standards shall be defined in terms of objective criteria. In addition, they shall be defined in the terms of criteria that are observable, measurable, fair and job-related. Performance measures in terms of quality, quantity or timeliness, must provide a clear means of assessing whether objectives have been met.

G. Employees will be evaluated based on a comparison of performance with the standards established for the appraisal period. Elements and standards shall be based on the requirements of the employee's position.

H. Normally, elements are not weighted or assigned different priorities. However, the Department will inform the employee, at the time the elements and standards are communicated, whether aspects of any job elements are to be accorded different priority. If the elements, standards, or priority changes, that change(s) will be communicated to the employee when it becomes effective. In addition, each time an employee is assigned to a new position, the Department shall communicate the specific elements and performance standards, and any differing priority of the position that will apply to the employee.

I. When the Department mandates national performance standards, all bargaining obligations with the Union shall be met at the national level.

Section 6 - Communications

A. An orientation briefing will be provided to all new employees entering on duty, and there will be an oral discussion to explain, clarify, and communicate the employee's job responsibilities as articulated in the employee's PD and/or performance plan. The purpose of this discussion is to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's PD and/or performance plan.

B. Orientation sessions shall be held when there is a change in the work situation. Examples may include, but are not limited to:

   1. A change in the supervisor of record;

   2. When the employee is detailed;

   3. A change in the work unit's goals, objectives, or work processes;

   4. A change in assignments; or

   5. When an employee returns from an extended absence.

C. Normally within 30 days after entry into the position or when an employee's PD or performance plan is changed, employees shall receive a copy of the PD and the performance plan. Employees shall be advised of the major tasks and responsibilities of their jobs, including which are critical and non-critical, and any priority and weighting for the elements.

D. The rating official will assure that the employee has an up-to-date PD, access to up-to-date copy of the Department's mission and goals and, if applicable, the career ladder plan, and will initiate a dialogue with the employee to discuss the employee's duties and responsibilities in relation to the organizational unit's goals and the Department's mission. Employees are encouraged to bring training or developmental needs to the attention of the supervisor.

E. At the beginning of each rating period and when changes are made to performance standards the Department agrees that the supervisory personnel shall meet with their employees to discuss new or revised critical and non-critical elements and standards; however, if the elements have not changed, the supervisor shall communicate to them that the critical and non-critical elements will remain the same for the appraisal period. Critical and non-critical elements and standards can change, among other cases, when an employee moves from one level in a career ladder position to another level. The purpose of the meeting shall be to clarify any questions that the employees have concerning their performance standards (for example, explanations or examples of what employees must do to perform at each level). Any questions left unanswered during the meetings referenced above will be responded to within one week of the end of the meeting. If questions remain from a group meeting, the entire group shall be informed of the response.

Section 7 - Uses of the Performance Appraisal Process

A. The performance appraisal process is used for making a basic determination that an employee is meeting their job requirements. It is also the basis for making certain personnel-related decisions.

B. Within-Grade Increase - An employee who has attained a rating of "Fully Successful" and has achieved an "acceptable level of competence" will be entitled to appropriate within-grade increases.

C. A rating of "Fully Successful" will be used as the initial factor in determining basic eligibility for consideration of awards, promotions, and other personnel actions.

D. Each element in the employee's performance plan will be rated with one of the following "Levels of Achievement:"

   1. Exceptional

   2. Fully Successful

   3. Less Than Fully Successful

E. Performance standards will be written at the "Fully Successful" level of achievement. Supervisors may elect to write standards at levels other than the "Fully Successful" achievement level, or to provide other guidance on how to exceed performance expectations.

F. In general, an "Exceptional" level of achievement means that all "Fully Successful" performance standards for the element are significantly surpassed. This level is reserved for employees whose performance in the element far exceeds normal expectations and results in significant contributions to the organization.

G. An "Outstanding" summary rating is attained when the achievement levels for all elements are designated as "Exceptional." An "Excellent" summary rating is attained when the achievement levels for critical elements are designated as "Exceptional" and the achievement levels for non-critical elements are designated as at least "Fully Successful." Employees who want to achieve the "Exceptional" achievement level on one or more of their elements are encouraged to talk with their supervisor about appropriate stretch goals for each element in question.

H. Any employee receiving an "Outstanding" performance rating shall be eligible to receive an award.

I. Any employee receiving an "Excellent" performance rating shall be eligible to receive an award.

J. Any employee receiving a "Fully Successful" performance rating shall be eligible to receive an award.

Section 8 - Process

A. All bargaining unit employees will receive an annual performance appraisal for the period October 1 through September 30, or other dates agreed to by the national parties, thereby

certifying that the job duties and responsibilities have been performed at an acceptable level. The evaluation will be issued in writing to the employees within 60 calendar days of the end of the appraisal period. Employees new to the Department (with less than 90 calendar days) as of October 1, will receive a delayed evaluation upon completion of the 90 calendar days.

B. If there is a change from one permanent position to another during the last ninety days of the appraisal year, the special rating of record becomes the rating of record for the appraisal period. The employee's existing rating shall be used as the rating of record until a rating of record is prepared. Ratings for periods of time which are less than the full annual appraisal period will be so noted. Ratings of record must be postponed or delayed as required in 5 CFR 430 and 531.

C. The employee self-assessment is a critical source of employee performance information and can contribute to improved communication between supervisors and employees. An employee who chooses to prepare such assessment shall be granted a reasonable amount of time to document the accomplishment and prepare the assessment. The employee shall submit that self-assessment to their immediate supervisor within 10 working days after the end of the appraisal cycle.

D. Employees should be aware that their self-assessment/input is essential to the appraisal process. Employees are strongly encouraged to provide information to the rating official that can be used to supplement the rating official's knowledge concerning their performance and contributions to the mission of the Department. Employees who wish to do self-assessments under this section will be given appropriate guidance to help them prepare a performance self-assessment. The guidance will be provided during duty time and structured around their performance plan.

E. When evaluating performance, the Department shall not hold employees accountable for factors which affect performance that are beyond the control of the employee. All changes in working procedures must be communicated to employees before they can be charged with errors. If the initial instruction was communicated in writing, the change should also be communicated in writing.

F. The fact that an employee assumes new tasks, receives new elements, changes positions, is a trainee, or gets promoted does not create a presumption that their performance may not be exceptional or otherwise deserving of recognition or an award. Rather, each employee's appraisal shall be strictly based on their performance against those elements that apply during the relevant appraisal cycle.

Section 9 - Progress Reviews and Informal Discussions

A. Ongoing appraisal - An appraisal program shall include methods for appraising each critical and non-critical element during the appraisal period. Performance on each critical and non-critical element shall be appraised against its performance standard(s). Ongoing appraisal methods shall include, but not be limited to, conducting one or more progress reviews during each appraisal period.

B. Supervisors will conduct at least one mid-point formal progress review with each employee and document the results of the review.

C. The purpose of the progress review is to exchange information concerning the performance of the employee as compared to the established elements and standards. In this review, employees are encouraged to discuss information which impacts on their performance. The supervisor shall notify an employee of adverse information when he/she becomes aware of it; information not provided to the employee at that time shall not be used to adversely affect the employee's performance appraisal. The review may include identification and consideration of any formal or informal training felt to be helpful in aiding the employee to accomplish his/her performance plan.

D. Informal discussions are a standard part of supervision and should occur throughout an appraisal period.

1. Discussions may be initiated by the supervisor or employee. Discussions may be held one-on-one or between a supervisor and a work group.

2. Discussions should be candid, forthright dialogues between the supervisor and employee(s) aimed at improving the work product. Discussions will provide the opportunity to assess accomplishments and progress and identify and resolve any problems in the employee's or work team's work product. Where indicated, the supervisor shall provide additional guidance aimed at developing the employee(s) and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance.

3. Informal discussions may become formal, depending on the circumstances.

Section 10 - Performance Improvement Plan (PIP)

A. If the supervisor determines that the employee is not meeting the standards of his/her critical element(s), the supervisor shall identify the specific, performance-related problem(s). After this determination, the supervisor shall develop in consultation with the employee and local union representative, a written PIP. The PIP will identify the employee's specific performance deficiencies, the successful level of performance, the action(s) that must be taken by the employee to improve to the successful level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. In addition to a review of the employee's work products, the PIP will be tailored to the specific needs of the employee and may include additional instructions, counseling, assignment of a mentor, or other assistance as appropriate. For example, if the employee is unable to meet the critical element due to lack of organizational skills, the resulting PIP might include training on time management. If the performance deficiency is caused by circumstances beyond the employee's control, the supervisor should consider means of addressing the deficiency using other than a PIP. The parties agree that placing the employee on 100% review alone does to not constitute a PIP.

B. The PIP will afford the employee a reasonable opportunity of at least 90 calendar days to resolve the specific identified performance-related problem(s). The PIP period may be extended.

C. Ongoing communication between the supervisor and the employee during the PIP period is essential; accordingly, the supervisor shall meet with the employee on a bi-weekly basis to provide regular feedback on progress made during the PIP period. The parties may agree to a different frequency of feedback. The feedback will be documented in writing, with a copy

provided to the employee. If requested by the employee, local union representation shall be allowed at the weekly meeting.

D. The goal of this PIP is to return the employee to successful performance as soon as possible.

E. At any time during the PIP period, the supervisor may conclude that the employee's performance has improved to the Fully Successful level and the PIP can be terminated. In that event, the supervisor will notify the employee in writing, terminate the PIP, and evaluate the employee as Fully Successful or higher.

F. In accordance with *5* CFR 432.105 (a) (2), if an employee has performed acceptably for one year from the beginning of an opportunity to demonstrate an acceptable performance (in the critical element(s) for which the employee was afforded an opportunity to demonstrate acceptable performance), and the employee's performance again becomes unacceptable, the Department shall afford the employee an additional opportunity to demonstrate acceptable performance before determining whether to propose a reduction in grade or removal.

Section 11 - Performance-Based Actions

A. Should all remedial action fail and the employee's performance is determined to be unacceptable, the supervisor will issue a rating of unacceptable performance to the employee. One of the following actions will be taken: reassignment, reduction to the next lower appropriate grade, or removal.

B. An employee who is reassigned or demoted to a position at a lower grade shall receive a determination of his/her standing after 90 calendar days in the new position.

C. A notice of reassignment for performance reasons shall contain an explanation of the reasons why training had been ineffective or inappropriate. When a reassignment is proposed in these instances, the following shall apply:

1. The reassignment shall be to an available position for which the employee has potential to achieve acceptable performance;

2. The employee shall receive appropriate training and assistance to enable the employee to achieve an acceptable level of performance in the position;

3. The reassignment shall be within the commuting area of the employee's current position; and

4. The reassignment shall be at the grade and step level equal to that of the position held by the employee prior to the reassignment.

D. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

1. Thirty calendar days' advance written notice of the proposed action which identifies both the specific instances of unacceptable performance by the employee on which the

proposed action is based, and the critical element(s) of the employee's position involved in each instance of unacceptable performance;

2. A reasonable time, not to exceed 20 calendar days, to answer orally and in writing;
3. A reasonable amount of authorized time up to eight hours, to prepare an answer (additional time may be granted on a case-by-case basis);

4. The employee and/or his/her representative will be provided with a copy of the evidence file.

E. An official who sustains the proposed reasons against an employee in an action based on unacceptable performance will set forth his/her reasons for the decision in writing.

F. The employee will be given a written decision which:

1. Specifies the instances of unacceptable performance on which the decision is based; and

2. Specifies the effective date, the action to be taken, and the employee's right to appeal the decision.

G. The final decision in the case of a proposed action to either remove or downgrade an employee based on unacceptable performance shall be based on those instances which occurred during the 1-year period ending on the date of the notice proposing the performance-based action.

H. The decision shall inform the employee of their right to appeal to either the Merit Systems Protection Board (MSPB) in accordance with applicable laws or to file a grievance under the negotiated grievance procedure.

ARTICLE 28 - REDUCTION IN FORCE

Section 1 - Purpose

The Department and the Union recognize that unit employees may be seriously and adversely affected by a Reduction in Force (RIF), staffing adjustment (Title 38), reorganization, or transfer of function action. The Department recognizes that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFs that may be available. This article describes the exclusive procedures the Department will take in the event of a RIF, reorganization, or transfer of function as defined in this article. It is also intended to protect the interests of employees while allowing the Department to exercise its rights and duties in carrying out the mission of the Department.

Section 2 - Applicable Laws and Regulations

For purposes of Title 5 employees, the policy, procedures, and terminology described in this article are to be interpreted in conformance with 5 USC 3501-3504, 5 CFR Part 351, 29 CFR 1613.203, and other applicable government-wide laws and regulations. For purposes of Title 38 employees, the policies, procedures, and terminology of this article are to be interpreted in conformance with VA Directive and Handbook 5111. Either party may reopen Directive and Handbook 5111 within one year with proper notice. Any successor to the Directive and Handbook or changes or revisions to this document will be developed through the predecisional involvement of the Union and subject to collective bargaining.

Section 3 - Application

The Department agrees to fairly and equitably apply this article and any laws or regulations relating to any matter in this article.

Section 4 - Union Notification

A. Directors of VA facilities shall be responsible for properly notifying the Union in conjunction with any of the actions described in this article.

   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.

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.

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.

D. A properly constructed notice to the Union under this section shall consist, at a minimum, of the following information:

   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.

Section 5 - Definition

For the purpose of this article, the following terms are defined in law and regulations and are included for informational purposes:

A. Reduction-In-Force (RIF)
When the Department releases a competing employee from his/her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after the Department has formally announced a RIF in the employee's competitive area and when the RIF will take effect within 180 days.

B. Transfer of Function
The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas or the movement of the competitive areas in which the function is performed to another commuting area is known as a transfer of function.

C. Reorganization
A reorganization is the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

D. Title 38 Staffing Adjustments
Changes resulting in a reduction of full-time Title 38 staff may occur through separation or reassignment to other facilities or other commuting areas, changes in assignment or reassignment within the facility, and changes to a lower grade or pay based on changes in staffing levels or patterns of at least one full-time permanent Title 38 employee.

E. Competitive Area
An area in which employees compete for retention is known as a Competitive Area. A competitive area must be defined solely in terms of the Department's organizational services or units and geographical location, and it must include all employees within the competitive area as defined.

F. Competitive Level
Positions in a competitive area that are in the same grade (or occupational level) and classification series that are so alike in qualification requirements, duties, responsibilities, pay schedule, and working conditions that the incumbent of one position can successfully perform the critical elements of any other position in the level upon assignment to it, without loss of productivity or undue interruption is known as competitive level. Competitive levels for Title 38 employees will be determined in accordance with VA Directive and Handbook 5111.

Section 6 - Freezing of Vacancies

The Department will freeze all relevant vacant positions within the facility 60 days prior to the effective date of a RIF. When the Department decides to fill a vacant position after the effective date of the RIF, whether previously frozen by virtue of RIF or in the creation of new vacancies, employees who have been demoted will be offered the vacancy, provided the employee is qualified or has been given a waiver of qualifications for the intended position. Employee entitlement to this special consideration shall be determined in accordance with Section 24 of this article.

Section 7 - Employee Notification

An individual employee who is adversely affected by actions stated in this article shall be given a specific notice not less than 60 days prior to the effective date of the action. All such notices shall contain the information required by the OPM regulations in addition to the information required by this article.

Section 8 - Content of Notices

The content of the specific notice shall include the following information:

A. The specific action to be taken;

B. The effective date of action;

C. The employee's competitive area, competitive level, subgroup and service date, and the annual performance ratings of record for the applicable three years;

D. The place where the employee may inspect the regulations and records pertinent to his/her case;

E. The reasons for retaining a lower standing employee in the same competitive level because of a continuing exception;

F. Grade and pay retention information; and,

G. The employee's grievance or appeal rights.

Section 9 - Employee Information

The Department shall provide complete information needed by employees to fully understand the action and why they are affected. At a minimum, the Department shall:

A. Inform all employees as fully and as soon as possible of the plans or requirements for actions in accordance with applicable rules and regulations;

B. Inform all employees of the extent of the affected competitive area, the regulations governing such action, and the kinds of assistance provided to affected employees;

C. Maintain and publicize a list of vacancies Department-wide and maintain a copy of the government-wide job bulletins, such as Federal Jobs or Federal Research Service; and,

D. Conduct a placement program within the Department to minimize the adverse impact on employees who are affected by RIF. The placement program will include counseling for employees by qualified personnel on opportunities and alternatives available to affected employees.

Section 10 - Personnel Files

The Union may review any bargaining unit employee's eOPF at an employee's request in writing if the employee believes that the information used to place him/her on the register is inaccurate, incomplete, or not in accordance with laws, rules, regulations, and provisions of this article.

Section 11 - Records

The Department will maintain all lists, records, and information pertaining to actions taken under this article for at least two years in accordance with applicable rules and regulations.

Section 12 - Retention Resister

The Department will state in writing that to the best of its knowledge the retention register is accurate as of the date it was developed. A copy of the retention register will be made available to the Union at the earliest possible time.

Section 13 - Employee Use of Authorized Time and Department Facilities

A. Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this article shall be entitled to reasonable time while otherwise in a duty status without charge to leave for:

1. Preparing, revising and reproducing job resumes and/or job application forms;

2. Participating in employment interviews;

3. Using the telephone to locate suitable employment; and,

4. Reviewing job bulletins, announcement, etc.

B. Such employees will also be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment: telephone, reproduction equipment, interagency messenger mail, email, typing, and counseling.

Section 14 - Performance Appraisals

Except for employees who are re-rated after a period allowed in 5 CFR Part 432, annual performance appraisals for purpose of retention standing will be frozen 60 days prior to the effective date of the action. The three latest annual appraisals of record prior to the freeze will be used to determine eligibility for additional credit toward an employee's service computation date. To be credited under this section, an appraisal must have been issued to the employee

with all appropriate reviews and signatures and must be on record.

Section 15 - Release From Competitive Level

When an employee is to be released from his/her competitive level, the "best offer" is made. The offer will be as close to the employee's current grade as possible and in the same commuting area if possible.

Section 16 - Employee Response to Specific Notice

Upon receipt of specific notice notifying the employee that he/she is offered a reassignment or change to lower grade or will be released from his/her competitive level, the employee shall have the 14 days specific notice period in which to accept or reject the offer made. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available on or before the effective date of the RIF, the Department will make the better offer to the employee. However, making the better offer will not extend the 60 day notice period.

Section 17 - Reassignment to a Different Geographic Area

Dislocation of employees outside of their commuting area shall be avoided when the Department has alternatives. When the Department is not able to place an employee within the local commuting area and the employee is reassigned to another geographic area, such action will be considered to be in the best interest of the government. The employee's relocation expenses shall be at government expense and reimbursed at the authorized rates.

Section 18 - Relocation Trips

When the Department assigns an employee to a position requiring a move to another geographic area, the employee will be granted administrative leave and/or excused absence, as appropriate, to locate housing and make related arrangements at the new work location. The employee shall be placed in travel status for such trips and shall receive travel and per diem reimbursement at the authorized rates.

Section 19 - Time Allowed for Relocation

Employees reassigned to a different commuting area who relocate will be allowed a period of time, as appropriate, to complete the move and report to work at the new work location.

Section 20 - Displaced Employees

The Department shall provide any employee to be separated by RIF or transfer of function with the appropriate information regarding unemployment benefits available to them.

Section 21 - Details

Employees on detail will not be released during a RIF from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

Section 22 - Transfer of Function

A. When a transfer of function occurs, the Department will first solicit qualified volunteers for transfer from among those employees in positions that have been identified for transfer. If there are not enough qualified volunteers from among these affected employees, the Department will solicit qualified volunteers from the competitive area.

B. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, preference will be given to the volunteers with the highest retention standing. In the event there are not enough volunteers for the transfer, the employee with the lowest retention standing will be selected.

C. Whenever possible, affected employees who do not volunteer to be transferred shall be reassigned to vacant positions within the competitive area for which the employee is qualified and which the Department has determined to fill.

Section 23 - Repromotion Rights of Affected Employees

For a period of two years, affected employees demoted by an action covered by this article will be re-promoted to vacancies as they occur according to the following criteria:

A. The Department determines to fill the vacancy;

B. The employee has the requisite skills and abilities for the position without undue interruption; and,

C. Another qualified employee does not have a higher retention standing.

Section 24 - Reemployment Priority Rights of Affected Employees

Career and career-conditional employees who have received a specific RIF notice and have not declined a valid job offer at a rate lower than the current grade will be entered on the Department's Reemployment Priority List (RPL) for the commuting area in which they are qualified and available. Department components must use the RPL in filling vacancies before offering employment to an individual from inside or outside the Department (with some exceptions for veterans). Career employees may remain on the list for two years and career conditional employees for one year from the date of separation unless removed earlier through placement or declination of an offer.

ARTICLE 29 - SAFETY, HEALTH, AND ENVIRONMENT

Section 1 - General

A. The parties recognize that a safe and healthful work environment is valued by the Department; is necessary for the accomplishment of the Department's missions; and contributes to a high quality of life for the employees. It shall be the responsibility of the Department to establish and maintain an effective and comprehensive Occupational Safety and Health Program (Program) in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act), Executive Order 12196, 29 CFR Part 1960 (and all its sub parts along with Directives and the VA Handbooks 7700 and 7700.1) and, 29 CFR 1904 (Occupational Safety and Health Administration (OSHA) Recordkeeping Provision for Federal Employees). In administering the program, the Department agrees to recognize the Union as the exclusive representative of bargaining unit employees. The Department shall furnish places and conditions of employment which are free of recognized hazards and unhealthful working conditions.

B. The Department will abate recognized hazards that are causing or are likely to cause death or serious harm and protect employees in the interim.

C. Specific procedures for preventing and abating safety and health hazards will be jointly developed with the Union through the National, Intermediate, and Local Safety committees.

Section 2 - National Safety & Health Committee

The Union will have representation for each of the administrations that is a part of the Department Safety and Health Committee. Bargaining unit employees who spend time on the National Safety and Health Committees initiated by the Department in a nonrepresentational capacity will be on duty time. Bargaining unit employees serving in a union representational capacity will be on official time. This official time will not be counted against any allocated official time as described in this agreement. The Department shall pay for all meeting related travel expenses as well as per diem. The parties shall exchange agenda items as far in advance as possible of the meeting so that travel and per diem may be arranged.

Section 3 - Union Participation

A. The Union President will designate five National Safety and Health Representatives who will each be on 50% official time. They will work with the Department's national-level safety and health officials in developing and implementing the Program. The National Safety and Health Representatives will represent the interests of the Union and the employees in the development and implementation of all aspects of the Department's and Administrations' occupational safety and health program. The National Safety and Health Representatives will be the points of contact for any safety and health initiatives at the Department, Administration, and/or System levels that impact employee safety and health. The parties will develop joint training programs and materials in safety and health for bargaining unit employees. The representatives will provide training and assistance to local unions in the performance of their responsibilities under the Program. The National Safety and Health Representatives may visit facilities within the bargaining unit to work with local unions on safety and health matters. Notice of such visits will be given to the Director of each facility.

B. The Department recognizes that Union participation in its Occupational Safety and Health Program is essential for the success of that Program. The Union may 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 this Program. The parties agree that work on the Safety and Health Program is a part of the ongoing Partnership between the Department and the Union. Time spent serving as a Union representative during safety and health inspections, as a member of a Safety and Health Committee or its subcommittees, developing plans for abatement of materials, investigating accidents, and safety-related committee assignments will be considered duty time.

C. The National Safety and Health Representatives will be given copies of all Designated Agency Safety and Health Official (DASHO) letters and other national-level communications to the field on safety and health matters as well as all safety manuals and publications. The DASHO written correspondence and reports will include the Department's goals and objectives annually for reducing and eliminating occupational accidents, injuries, and illnesses. The report should include the plans and procedures for evaluating VBA, NCA, and VHA occupational safety and health programs and their effectiveness at all operational levels.

D. The Department will pay tuition, travel, and per diem expenses for each National Safety and Health Representative to attend at least one conference each year.

E. The NVAC President may designate additional representatives to work on individual projects of mutual interest to the parties. The NVAC President may designate representatives at the National or appropriate intermediate levels within the Department to develop and implement the Safety and Health Program at that level.

F. The Union's National, Intermediate, and local union Safety and Health Representatives will be authorized the use of long distance communications and conference call capabilities.

G. Each local union at a bargaining unit facility may designate a local Safety and Health Representative who will serve as the local union's point of contact for safety and health matters at the facility. Functions of local Safety and Health Representatives include, but are not limited to the following:

1. Conduct joint inspections;

2. Issue joint reports regarding inspection findings to the appropriate Department official;

3. Participate, as appropriate, in inspections conducted by governmental authorities outside the Department's control including Joint Commission;

4. Receive and investigate employee reports of unsafe or unhealthy conditions (employees should submit such reports to both the local union's and Department's representatives);

5. Develop and monitor abatement plans needed to correct local conditions as appropriate (all personnel subject to the hazard shall be advised of the action and of the interim protective measure in effect and shall be kept informed of the subsequent progress on the abatement plan. To document receipt, the completed Abatement Plans will be jointly signed by the local union's Safety Representative and a representative from the

Department);

6. Refer matters to Environmental Protection Agency (EPA), OSHA and/or National Institute for Occupational Safety and Health (NIOSH) as appropriate;

7. Receive copies of any written notice referred by a facility official in response to an employee report of an unsafe or unhealthy condition, in compliance with 29 CFR 1960 time limits;

8. Monitor preventive maintenance plans for Heating, Ventilating, and Air Conditioning (HVAC) system components;

9. Receive all reports of security incidents involving threats to employees, their offices, and property (such reports may be sanitized as appropriate);

10. Receive all accident reports (such reports may be sanitized as appropriate).

H. 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.

I. The local union will be afforded representatives on such Committees, the number of which is subject to local negotiation. The facility's Committee may establish subcommittees to address particular issues or subjects, and the local union will be represented on each subcommittee. 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. These will include, but not be limited to, Blood Borne Pathogens and Infection Control Committees.

J. The local union will be given the opportunity to participate in all scheduled workplace inspections which are intended to detect hazards to employee safety and health, whether conducted by Department Safety and Health personnel, non-Department employees acting on behalf of the Department, OSHA and EPA personnel, or other regulatory agencies and bodies.

Section 4 - Standards

A. The Department shall comply with Occupational Safety and Health Standards issued under Section 6 of the Act and/or where the Secretary of Labor has approved compliance with alternative standards in accordance with 29 CFR 1960 and all its sub-parts. 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. On a case-by-case basis, the parties shall adopt more stringent safety and/or health standards to address specific concerns.

B. Personal Protective Equipment (PPE), as required by appropriate OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties will be provided and replaced as necessary at no cost to employees required to wear specific PPE. Employees who are exposed to the hazards of outdoor environments, such as heat or extreme cold weather, will be provided appropriate PPE to OSHA recommendations. Some commonly needed types of PPE include, but are not limited to:

safety glasses; steel-toed safety shoes/boots; SPF lotion; etc. Hazard assessments to determine the need for PPE will be conducted by each facility for each workplace. These assessments will also evaluate the need for and feasibility of engineering controls or other devices designed to reduce workplace injuries and illnesses or eliminate the need for PPE. These assessments will be documented and a copy provided to the local union. When assessments determine the appropriateness of PPE, affected employees will have the opportunity to choose from available and appropriate styles and sizes to optimize employee comfort and protection. Employees will receive training on the proper use and care of PPE.

C. Consistent with 5 CFR 1910.132, the Department shall provide training to those employees who are required by this section to use PPE and shall certify in writing that the training was provided.

D. Nothing in this section precludes local level negotiations.

Section 5 - Report, Evaluation, and Abatement of Unsafe and Unhealthful Working Conditions

A. Any employee, group of employees, or representatives of employees who believe that an unsafe or unhealthful working condition exists in any workplace has the right to report such condition to the appropriate supervisor, the facility director, the appropriate Department Safety and Health official, and the Union. In the case of immediate threat to life or danger of serious physical harm, the employee shall immediately report the situation to the supervisor and/or facility Safety and Health personnel.

B. Facility Safety and Health personnel and local safety representatives will evaluate employee reports of unsafe or unhealthful working conditions in accordance with 29 CFR 1960. The local union will be formally notified of all hazards as defined in 29 CFR 1960.

C. The Department agrees to ensure prompt abatement of unsafe and unhealthful working conditions.

D. If there is an emergency situation in an office or work area, the first concern is for the employees and the public they serve. Should it become necessary to evacuate a building, the Department will take precautions to guarantee the safety of employees and the public. Individuals ordinarily will not be readmitted until it is determined in conjunction with whatever expert resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel. “Expert resources” may include, but are not limited to, local police departments, the Federal Protective Service, local fire departments, appropriate health authorities, etc. 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.

E. In accordance with 29 CFR 1960, an abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within 30 calendar days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions.

F. When abatement action is dependent upon GSA or other lessors, the abatement must be prepared in conjunction with appropriate members of that group. The facility Health and

Safety Committee will be timely notified and consulted, and all personnel subject to the hazard shall be advised of interim measures in effect and shall be kept informed of subsequent progress on the abatement plan.

G. Prior to the establishment of an official abatement plan, the Department shall take interim steps for the protection of the employees.

H. Any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.

I. An employee and/or their representative submitting a report of unhealthful or unsafe conditions should be notified in writing within 15 days if the official receiving the report determines there are not reasonable grounds to believe such a hazard exists and does not plan to make an inspection based on such report. A copy of each such notification shall be provided by the Department to the appropriate certified safety and health committee, where established. The Department's inspection or investigation report, if any, shall be given to the employee and/or their representative 15 days after completion of the inspection, for safety violations, or within 30 days, for health violations, unless there are compelling reasons.

Section 6 - Comprehensive Analysis of Injuries and Illnesses

A. The Department agrees that comprehensive analysis will be performed to determine causes and appropriate corrective actions concerning patterns of injuries and illnesses that occur at each facility. The analysis will examine such factors as: the general conditions under which the affected employee's job is performed; the processes and procedures involved in the performance of that job; and, any unusual factors that may have contributed to the injury or illness. Recommendations to correct the conditions that contributed to the injury or illness will be included in the written results of this analysis and presented to the facility safety committee.

B. Particular attention will be paid where patterns of injuries or illnesses are found in a given occupation, facility, or part of a facility. Experience in correcting hazards will be shared within the Department in an effort to find optimal ways of reducing injuries and illnesses.

C. The Department shall post a copy of its agency annual summary of federal occupational injuries and illnesses for a facility, as compiled pursuant to 29 CFR 1960.67 or 1960.69, at such facility, not later than 45 calendar days after the close of the fiscal year or otherwise disseminate a copy of the annual summary for a facility in written form to all employees of the facility. Copies of the annual summary shall be posted for a minimum of 30 consecutive days in a conspicuous place or places in the facility where notices to employees are customarily posted. Where facility activities are physically dispersed, the notice may be posted at the location to which employees report each day. Where employees do not primarily work at or report to a single location, the notice may be posted at the location from which the employees operate to carry out their activities. Each federal agency shall take necessary steps to ensure that such summary is not altered, defaced, or covered by other material.

Section 7 - Imminent Danger Situations

A. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures (29 CFR 1960.2(u)).

B. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. Consistent with 29 USC 651 and 29 CFR Part 1960 the employee has a right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in these instances, the employee must report the situation to his supervisor or another supervisor who is immediately available.

C. If the condition can be corrected and the corrected condition does not pose an imminent danger, the employee must return to work. If the supervisor cannot correct the condition, the supervisor shall request an inspection by facility safety and/or health personnel.

D. A local union representative will be given the opportunity to be present during the inspection by the facility safety and/or health personnel. If facility safety and/or health personnel decide the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. When this notification is given to the employee, the local union shall be notified in writing as well.

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.

Section 8 - Training

A. The Department shall provide safety and health training for employees, including specialized job safety training, appropriate to the work performed by the employee. This training will address the Department's and the facility's Occupational Safety and Health Program, with emphasis on the rights and responsibilities of employees.

B. The Department will provide basic and specialized safety and health training for Union Safety and Health Representatives. In accordance with applicable law and regulations, the Department shall provide training for all duties commensurate with the scope of the responsibilities.

C. The Union will participate in the development of safety and health training, including curriculum and training materials.

Section 9 - Allegations of Reprisal

The Department agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an employee for filing a report of an unsafe or unhealthful working condition or for participating in Department Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of him/herself or others, of any right

afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, or 29 CFR 1960.

Section 10 - Work-Related Injuries and Illnesses

A. Employees must report any and all injuries that are work-related to their supervisor. The supervisor will take appropriate action to insure that:

   1. The employee has the opportunity to report to the Employee Health Physician or his/her personal physician for treatment, completion of necessary reports, etc.

   2. Appropriate facility personnel are promptly notified to ensure timely processing of necessary reports and employee claims. The Department agrees that assistance will be given to employees in preparing necessary forms and documents for submission to the Office of Workers' Compensation Programs (OWCP) and those employees will be informed of their rights under the Federal Employees' Compensation Act, as amended in 1974.

B. An employee who has sustained a work-related injury or illness will be required to perform duties only to the extent and limits as prescribed by the treating physician or the Employee Health Physician, as appropriate. No employee will be assigned duties when, in the physician's opinion, this would aggravate the employee's injury or illness. In the event that the employee's supervisor does not have limited duty that meets the physician's stated limitations for the employee, the supervisor will make a good faith effort to locate limited duty work within the facility that the employee can perform. If limited duty is not available, the employee will be placed on continuation of pay, if eligible, or in an appropriate leave status at the employee's option. The local union may suggest limited duty opportunities at the facility. The Union has the right to represent any unit employee at any stage of this procedure (see Article 19 - Fitness for Duty).

C. Within seven calendar days after receiving information of an occupational injury or illness, appropriate information concerning such injury or illness shall be entered on the log. The record shall be completed within seven calendar days after the receipt of information that an occupational injury or illness has occurred.

D. Qualified inspectors must have sufficient documented training/experience in recognizing the particular safety and/or health hazard that they are inspecting (note 29 CFR 1960.25). At the request of the local union, the Department will certify in writing, by reference to classes/ experience, that the inspector is sufficiently competent to recognize and evaluate the particular safety and/or health hazard that they are inspecting, and to suggest general abatement procedures.

Section 11 - Use of Insecticides/Chemicals

There will be no application of insecticides/chemicals during working hours. However, exceptions may be made in sensitive hospital areas. Such other chemicals include paint, carpet glue, HVAC cleaning agents, and similar construction or maintenance chemicals. Whenever pesticides are used in a large scale application, the Health and Safety representatives as well as employees will receive advance notice about the spraying. Individuals with special health needs will be reasonably accommodated.

Section 12 - Leases

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. All leases will comply with 29 CFR 1960.34 and 41 CFR Part 102. Careful consideration should be made by the Department to avoid incompatible groupings, e.g., chemical or biological laboratories in office space.

B. Pursuant to 29 CFR 1960.30(d), when a hazard cannot be abated before occupancy, the local union and all employees subject to the hazard shall be advised of the preliminary abatement plan and of interim protective measures in effect, and shall be kept informed of subsequent progress on the abatement plan.

C. These provisions are not a waiver of the local union's right to request additional information, consultation, and bargaining.

Section 13 - Temperature Conditions

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' health. As a part of an overall emergency contingency plan, supervisors who may have employees who are susceptible to heat or cold illness within their working environment will have a written plan for appropriate emergent cooling or heating procedures. The parties agree that the problem of temperature extremes, either hot or cold, and appropriate measures to reduce the risk of exposed employees are appropriate matters for referral to established Health and Safety Committees or to the local Health and Safety Representatives, consistent with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines and preventive medical guidelines for emergency procedures.

Section 14 - Asbestos

A. The Department shall conduct an inspection in each facility to determine the existence of asbestos. Qualified inspectors will inspect the facility for asbestos under EPA standards for Hazardous Air Pollutants regulation.

B. The Department will review all construction and/or space modification contracts and/or work orders to determine if asbestos is present and, if so, how to proceed with appropriate removal or containment.

C. The Department will notify the local union prior to initiating procedures for asbestos removal.

D. Where it has been determined that asbestos exists in a facility, the Department will conduct periodic air sampling as appropriate.

E. If air sampling indicates that airborne concentrations of asbestos fibers exceeds regulatory levels, exposed employees will be notified in writing of the exposure within five days after discovery of the excessive asbestos concentration. The Department will assist affected employees in filling out and filing the appropriate OWCP forms.

F. If the airborne asbestos concentration amounts are exceeded, the Department will insure abatement of the asbestos hazard pursuant to 29 CFR 1910.1001(f).

G. Once significant airborne asbestos particles are detected, the Department will conduct sampling at intervals of no greater than three months to monitor employee exposure levels.

H. Union Health and Safety representatives will be given training on asbestos removal and permitted to monitor removal procedures.

I. Union Health and Safety Representatives will be given a copy of all tests monitoring asbestos levels.

J. Asbestos abatement plans may include the discontinuance of work or the shifting of employee work location. 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. The Department will meet its labor obligations in both instances.

K. The Department will ensure that all external surfaces within the unrestricted work environment in any facility shall be maintained free of accumulation of asbestos fibers.

L. Asbestos and asbestos-contaminated material shall be collected and disposed of in accordance with appropriate EPA regulations.

M. The Department will institute a medical surveillance program for all employees substantively engaged in work involving asbestos for 30 or more days per year. Employees who are exposed to airborne asbestos fibers will receive medical monitoring.

N. The Department will make available medical examinations and consultations to each employee prior to assignment to an area containing asbestos which requires that negative pressure respirators be worn.

O. When an employee is assigned to an area where substantive asbestos exposure will exceed 30 or more days per year, a medical examination must be given within 10 working days following the 30th day of exposure.

P. The Department shall record all measurements taken to monitor employee exposure to asbestos including tremolite, anthophyllite, and actinolite. Such records shall be maintained for at least 30 years. The records will include information such as the date of measurement, the operation which caused exposure, the sampling method employed by the Department, the number, duration and results of the samples, type of protective devices worn, and name of the employee exposed.

Q. The Department will initiate a maintenance program in all facilities that contain asbestos. Such a maintenance program will include:

1. Inventory of all asbestos containing materials in a facility;

2. Periodic examinations of asbestos containing materials to detect deterioration;

3. Written procedures for handling asbestos materials;

4. Written procedures for asbestos disposal;

5. Written procedures for dealing with asbestos related emergencies;

6. Training of those required to handle asbestos containing material in safe handling procedures;

7. Training of all affected personnel in prohibited activities which would enhance dangerous exposure; and,

8. The Department must inform all affected employees regarding the standards contained within this section regarding asbestos.

Such information must be provided to each employee on a yearly basis and include instructions regarding safe asbestos handling. Also, access to information regarding exposure records and medical records must be provided on a yearly basis.

Section 15 - Mold

A. The Department shall conduct an inspection in each facility to determine the existence of mold. Qualified inspectors will inspect the facility for mold under EPA standards for Hazardous Air Pollutants regulation.

B. The Department will review all construction and/or space modification contracts and/or work orders to determine if mold is present and, if so, how to proceed with appropriate removal or containment.

C. The Department will notify the local union prior to initiating procedures for mold removal.

D. Where it has been determined that mold exists in a facility, the Department will conduct periodic surface and air sampling as appropriate.

E. If surface or air sampling indicates that airborne concentrations of mold exceeds levels in the control sample, exposed employees will be notified in writing of the exposure within five days after discovery of the excessive mold concentration. The Department will assist affected employees in filling out and filing the appropriate OWCP forms.

F. If the airborne or surface mold concentration amounts are exceeded, the Department will ensure abatement of the mold hazard.

G. Once significant airborne or surface mold particles are detected, the Department will conduct sampling at intervals of no greater than three months to monitor employee exposure levels.

H. Union Health and Safety Representatives will be given training on mold removal and permitted to monitor removal procedures.

I. Union Health and Safety Representatives will be given a copy of all tests monitoring mold levels.

J. Mold abatement plans may include the discontinuance of work or the shifting of employee work location. 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. The Department will meet its labor obligations in both instances.

K. The Department will ensure that all external surfaces within the unrestricted work environment in any facility shall be maintained free of accumulation of mold.

Section 16 - Use of Respirators

Situations requiring employees to wear respirators for safety shall be a subject for local bargaining which will include a process for respirator fit testing.

Section 17 - On-site Security

A. The Department shall protect employees from abusive and threatening occurrences and shall take reasonable precautions to ensure such protections.

B. The Department shall arrange for emergency protective assistance at each facility to enable employees to receive assistance if the situation requires it.

C. Whenever an employee is faced with a physically threatening situation, the Department shall provide appropriate assistance.

D. Employees shall not be required to divulge personally identifiable information to the public in individual circumstances where the employee reasonably believes harassment or physical abuse may result. In such cases, the employee should inform the supervisor in a timely manner.

E. The Department shall equip reception areas with appropriate security devices to ensure, to the maximum extent possible, employee safety.

F. All phones will be labeled with appropriate emergency numbers.

Section 18 - Emergency Preparedness

A. Each facility shall have an emergency preparedness plan. This plan will publish the chain of command which will identify a member of the Department who will be physically present for employee direction during all scheduled work hours in each installation. The plan will also cover employee procedures in the event of fire, earthquake, bomb threat, tornado, flood, hurricane, weapons of mass destruction, or similar emergency or nationally declared emergencies. Evacuation drills will be conducted quarterly.

B. The Department agrees to make reasonable efforts to assure that each installation has adequate personnel available to administer Cardio-Pulmonary Resuscitation (CPR). All clinical personnel and other employees required to respond to code calls will become familiar with all work site locations within the facility.

1. The Department will provide CPR shields and masks for those employees administering CPR.

2. Training for CPR certification and/or recertification will be at no cost to the employees.

C. The Department agrees that the first concern when an employee is injured on the job is to make certain that the employee gets prompt emergency medical treatment. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical treatment.

D. When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Department will arrange for transportation. If a co-worker is required to transport the employee, there will be no charge to leave for the co-worker.

E. The Department agrees to maintain adequate first aid supplies at each permanent installation. All employees will have reasonable access to these supplies.

Section 19 - Smoking Cessation Program

A. The parties agree that they will intensify efforts to assist those employees who are interested in breaking the smoking habit. The parties are committed to making cessation programs available to each and every employee who wishes to participate in them. The mechanics of the programs are an appropriate subject for local bargaining. Programs will include or be similar to programs conducted by the American Lung Association or the American Heart Association.

B. Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance through the EAP. Employee participation in assistance or cessation programs is strictly voluntary.

Section 20 - Video Display Terminals - Ergonomic Environment

Video Display Terminal (VDT) refers to a computer-like terminal which displays information on a television-like screen.

A. The policy of the Department is to provide safe and healthful workplaces for all employees. In keeping with the policy, the Department acknowledges that there are certain ergonomic and environmental factors that can contribute to the health and comfort of VDT users. These factors involve the proper design of work stations and the education of managers, supervisors, and employees about the ergonomic job design and organizational solutions to VDT problems as recommended in various studies published by the NIOSH.

B. The Department agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. This information could be provided by OSHA Safety and Health Guidelines and other available literature. The Department agrees to provide, to the maximum extent possible, workstations and equipment (chairs, tables, workstations, lighting, keyboards, screens, and printers, etc.) that meet ergonomic design criteria. It is also agreed that when equipment is purchased, to the extent possible, training should be provided by a vendor on how to safely and properly operate that

equipment.

C. The Department will achieve this by:

1. Purchasing, using, and maintaining VDTs in a safe manner;

2. Providing accessory equipment, to include, but not limited to, keyboards, worktables, chairs that are height-adjustable and provide proper back support, foot rests, wrist rests, document holder, glare screens, and other ergonomic equipment;

3. The national parties agree to the process below for the purchase of furniture and office equipment to address individual requests for workstation modification. Options:

   a. Negotiate using a locally-developed, mutually-agreed process;

   b. Negotiate on a case-by-case basis; or,

   c. Use the Alternative below;

   Alternative:

      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.

   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.

   d. Seeking and acquiring information and technical assistance, as needed, from appropriate resources on methods for most effectively designing VDT work station layouts;

   e. Laying out workspaces that are properly illuminated to reduce glare and ensure visual comfort to VDT users while providing adequate lighting for traditional clerical tasks;

   f. Educating employees about the proper and safe operations of VDTs, including the value of interspersing prolonged periods of VDT use with other work tasks requiring less intensive visual concentration;

   g. Where there are prolonged periods of VDT use and no other work tasks available, those employees shall be given a rest break;

h. Distributing information to all employees annually on VDTs and ergonomic furniture and identifying Department resources for more information;

i. Reviewing the set-up of equipment and furniture for VDT work stations as a regular part of safety and health inspections.

D. VDT Emissions Test

In accordance with standards for acceptable radiation emissions of VDTs, the Department will conduct periodic tests of terminals for any emissions. Any terminal that tests above standard will be repaired to meet the standard, or it will be removed from service.

E. Non-VDT Work Reassignment Request

If a pregnant employee requests reassignment for all or some portion of her pregnancy and has a written recommendation from her physician, the Department will reassign that employee to do available work that does not involve the use of a VDT.

F. VDT Breaks

Where an employee uses a VDT or other keying device for at least one hour, the employee shall receive a 10 minute break for every hour of utilization. Such breaks will be in addition to regularly scheduled rest periods. This does not preclude employees from receiving rest breaks when suitable non-VDT work is not available.

G. Lighting

1. VDTs shall be placed perpendicular to and away from windows and between rows of lights, to avoid excessive glare and where such an arrangement is not possible, windows shall be fitted with blinds or drapes.

2. Where the efforts in A. above have not satisfactorily resolved the problem of excessive glare, employees who operate a VDT will be furnished with an anti-glare screen.

3. An articulating task light which is adjustable in direction and intensity will be provided for users upon request.

4. The Department will provide lighting that is adequate/appropriate for the work setting.

H. Keyboard and Screen

1. Keyboards should be placed on a level and stable surface for normal keying function.

2. Keyboards, in combination with their supporting surface, chair and other furniture shall permit users to adopt and maintain neutral wrist positions.

3. Screens shall be easily adjustable for brightness.

4. Screens shall be adjustable horizontally and vertically to fit the user's line of vision.

5. Employees who operate a VDT will, upon request, be provided with adaptive devices such as a padded wrist rest, mouse pads, document holders that have adjustable height and tilt, foot rests, keyboard trays, and other appropriate adaptive devices designed to prevent repetitive strain injuries. The procedures stated in C.3 of this Section will be used in considering such requests.

I. Printers

1. Excessive impact printer noise shall be reduced by a combination of distance and/or noise-reducing techniques, such as noise-reducing cover or shield, carpeting, partitions, and sound absorbing ceilings and walls. Printers will meet the requirements of 29 CFR 1910.95(b)(1).

2. Printers will be placed in a manner so that employees do not have to excessively bend, stoop, or reach to remove printed materials.

J. Chairs and Desks

1. The Department shall provide ergonomic adjustable chairs, designed to minimize musculoskeletal discomfort.

2. When making an ergonomic assessment, professional consensus standards, including but not limited to, American National Standards Institute (ANSI) and NIOSH, should be considered when purchasing chairs and desks. When assigning work space and purchasing chairs and desks, professional consensus standards, including but not limited to ANSI and NIOSH, will be followed when required by the National Technology Transfer and Advancement Act.

K. Training and Education

1. The Department shall provide information annually for the safe and healthful operation of VDTs and associated equipment. The information shall include, but not be limited to instructions on relaxation exercise for visual and musculoskeletal strain, the proper use of footrests and wrist rests, adjusting furniture, proper posture, and other beneficial work habits.

2. As new information becomes available, employees will be provided with updated information.

Section 21 - Vision Program

This section concerns VDTs, eye examinations, and eyeglasses/contacts (including disposable lenses) and is entered into by and between the Department and the Union. This Agreement covers all employees in the AFGE bargaining unit that use a workplace VDT as part of their normal work and when the use of such equipment requires using PPE by an employee during the performance of their official duties in order to mitigate hazardous conditions encountered. Any examinations or special eyeglasses/contacts given as PPE in this section must be consistent with OSHA guidelines regarding VDT usage.

A. Employees experiencing eye problems from use of a workplace VDT would meet with the Department and explore options provided in Section 20 above to address this problem.

B. Employees shall only be eligible for VDT related eye exams and eyeglasses/contacts (including disposable lenses) based upon supervisory certification that the employee does use a VDT in the course of their official duties and efforts made consistent with Section 20 are not sufficient to address the results of the VDT use associated with the position. Based on receiving this certification the employee can request reimbursement as provided in Section C below.

C. To request reimbursement, the employee must present a form obtained from the Department to a licensed optical practitioner (e.g., optometrist or ophthalmologist) which will indicate that any prescription should only be for workplace VDT use. The practitioner must certify on the form that the special eyeglasses/contacts (including disposable lenses) are for workplace VDT use. Special eyeglasses/contacts are those that are:

1. Required due to workplace VDT use if the person would not require the use of special eyeglasses/contacts or other treatment for a job that would not cause the same level of eye problem; or,

2. The special eyeglasses/contacts required for the work at the workplace VDT are different in prescription or design from those which would be required to meet the other general daily vision needs of the individual.

This form must be returned to the Department. If an eligible employee provides a completed form and a prescription from the practitioner indicating that the employee needs special eyeglasses/contacts (including disposable lenses) in order to operate a workplace VDT without eyestrain or because of other optical-related problems, the Department shall reimburse the employee for 100% of the eye examination in an amount not to exceed $50.

D. An employee who has met the conditions listed in A and B above will be entitled to a pair of special eyeglasses/contacts (including disposable lenses) for workplace VDT operation at Department expense. The Department will bear the cost up to $175. The Department will either procure the special eyeglasses/contacts (including disposable lenses) of the employee's choice, or will reimburse the employee upon the presentation of proper documentation. The option will be left to the Department.

E. Employees shall be entitled to a reasonable amount of excused absence to obtain eyeglasses/contacts (including disposable lenses), and VDT eyeglass/contact examination and fitting, provided that the employee, in fact, has an authorized VDT eyeglass/contact (including disposable lenses) prescription. Normally, this will not exceed two hours total time for all matters.

F. If an eligible employee who has already received a Department provided pair of VDT glasses/contacts (including disposable lenses) believes that he/she needs a new VDT-related prescription, he/she shall be eligible to re-participate in the program, consistent with each of the steps identified above.

G. Eyeglasses/contacts (including disposable lenses) provided for under the terms of this Agreement remain government property, and as such, the employee may be requested to surrender them when the employee separates from the Department.

H. Employees are ineligible for participation in the Department's vision program while on OWCP, Leave Without Pay (LWOP) or extended sick leave.

Section 22 - Indoor Air Quality

A. The parties agree that all employees are entitled to work in an environment containing safe and healthful indoor air quality.

B. The Department shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies such as OSHA, ASHRAE, EPA, and GSA.

C. On-site investigations/inspections will be conducted when a problem concerning Indoor Air Quality or Building Related Illness is formally brought to the Department's attention. These investigations/inspections shall meet the criteria of the GSA Federal Property Management Regulations and the ASHRAE, the protocols of OSHA, or the American Conference of Government Industrial Hygienists.

D. In compliance with engineering standards, the Department shall maintain ventilation efficiency:

1. Ensuring that outdoor air supply dampers and room vents are open;

2. Removing or modifying partitions or obstructions which block fresh air flow;

3. Balancing the system to prevent to prevent inflow or outflow of contaminated air due to pressure differentials between rooms.

E. In all facilities, the Department shall ensure that:

1. Appropriate measures are taken to minimize and/or eliminate the impact of contamination from outside sources such as garages, cooling towers, building exhausts, etc.;

2. Where the levels of such contaminants become health threatening, the Department will either seek to relocate or evacuate the facility;

3. Temperature is maintained in accordance with ASHRAE standards;

4. Humidity is maintained in accordance with ASHRAE standards;

5. Filtration, electronic cleaners, chemical treatment with activated charcoal or other absorbents are used.

F. Microbial Contamination

1. The Department agrees to eliminate or control all known and potential sources of microbial contaminants by assessments and appropriate response to all areas where water collection and leakage has occurred including floors, roofs, HVAC cooling coils, drain pans, humidifiers containing reservoirs of stagnant water, air washers, fan coil units, and filters. Such response will normally require prompt cleaning and repair of

contaminated areas.

2. The Department also agrees to:

   a. Clean and disinfect or remove and discard porous organic materials that are contaminated (e.g., damp insulation in ventilation system, moldy ceiling tiles, and mildewed carpets); and,

   b. Clean and disinfect non-porous surfaces where microbial growth has occurred with detergents, micro biocides, or other biocides and insuring that these cleaners have been removed before air handling units are turned on.

In any leased space the Department will deal with the lessor and/or GSA to achieve these objectives.

Section 23 - Renovation and Construction

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.

B. The Department will:

   1. Isolate areas of significant renovation, painting, and carpet laying from occupied areas that are not under construction;

   2. Perform this work during evenings and weekends;

   3. Ensure that contaminated concentrations are sufficiently diluted prior to occupancy;

   4. Supply adequate ventilation during and after completion of work to assist in dilution of the contaminant level; and,

   5. In leased space work with the lessor and/or GSA in order to achieve and maintain these standards.

Section 24 - Wellness Program

A. The parties agree that recognizing, minimizing, and coping with stress are essential parts of employee wellness. The Department will provide training at least annually on stress reduction. This will be a part of each facility's Wellness Program.

B. Employees who feel they are experiencing harmful levels of job-related stress may contact employee counseling services.

C. Department facilities will establish Wellness Committees or subcommittees to address wellness and health programs.

D. The Department agrees to provide the following services:

1. Emergency diagnosis and initial treatment of injury or illness that becomes necessary during working hours and that is within the competency of the professional staff and facilities of the health service units and if the injury or illness is work-related and the above-described services are not available, the employee will be transported to the appropriate medical facility;

2. Provision for special health examinations for specific categories of employees whose work environment presents peculiar health hazards;

3. Individual facilities will provide diagnoses and/or screening tests and health education programs for unit employees as a health service;

    a. It is understood by the parties that these services are subordinate to the Department's mission.

    b. These services will be subject to the Department's determination of available resources.

4. Referral of employees to private physicians, dentists, and other community health resources, upon request.

    a. An employee will be expected to notify his/her supervisor of his/her intention to seek medical treatment in health units.

    b. When this is not feasible, the employee may report directly to the health unit or person authorized to render emergency care.

5. Each facility where employees are exposed to chemical or biological hazards will implement a medical surveillance program in accordance with applicable regulations.

6. The Department and the Union support wellness and initiatives that focus on various activities, including physical activity, weight management, smoking cessation, stress management, healthy lifestyle classes, and nutrition.

    a. Therefore, the Department will promote physical fitness and wellness by, at a minimum, providing stress reduction and physical fitness information.

    b. Where fitness facilities or fitness areas are available at the worksite, employees will be permitted access to them.

    c. If modifying, providing, or allowing access to a local fitness center, the local union will be involved in the process. The decision will give appropriate weight to such factors as health industry recommendations, facility design, maintenance, safety, and return on investment analysis.

    d. Employees may utilize wellness/fitness centers during duty hours, infrequently, for short periods of time, for the participation in physical wellness activities, at no additional cost to the employees. Where existing methods are already in place, they will be continued, until changed through negotiations. This section is subject to local negotiations.

E. The Department shall permit employees to do non-strenuous stretching exercise that are socially acceptable in an office setting to relieve physical stress and/or discomfort. Some of these exercises may be performed by the employees at their workstation during the work time as necessary. The need for this will vary from employee to employee. Participation shall be voluntary.

Section 25 - Equipment, Machinery, and Furniture

A. Employees are encouraged to report (see Section 5) equipment, machinery, or furniture that cause or have potential to cause injuries such as repetitive motion injuries. The Department agrees to investigate such reports expeditiously and to implement appropriate corrective action. All such ergonomic assessments and/or recommendations shall be in writing and submitted to the local Safety and Health Committee.

B. As much as possible, equipment, machinery, and furniture purchased by the Department will be ergonomically compatible with the individual. The local union will be involved in the development of facility policies that address the selection and purchase of equipment, machinery, and furniture.

C. The Department will ensure that employees have been oriented to the use of new equipment or machinery and will ensure that this equipment or machinery has been inspected before initial use, when required.

D. Only qualified personnel shall perform maintenance or repair on or about moving or operating machines. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation. Qualified personnel shall not be required to perform any maintenance or repair while the machine is in operation where it can be shown that there is a substantial risk of injury or a feasible alternative exists.

Section 26 - Workplace Violence

The parties agree that violence should be eliminated from all workplaces within the Department. Each facility will develop a policy and a plan jointly with the local union on the prevention of violence. Annual training shall be offered to all employees.

Section 27 - Safety and Health Records

A. The Department agrees to compile and maintain records required by the Act and the Department safety and health programs. The Department agrees to ensure access by employees, former employees, and Union representatives to records/logs of facility occupational injuries and illnesses (including copies of accident reports) and to the annual summary of these in accordance with 29 CFR 1960, consistent with FOIA and Privacy Act requirements.

B. The Department and the Union will identify employees who occupy positions that carry potential risks to their health. The parties will establish and maintain procedures for the medical surveillance of such employees.

Section 28 - Hazardous Duty Pay and Environmental Differential

A. Environmental Differential (FWS)

1. In accordance with 5 CFR Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.

2. If at any time an employee and/or the local union believes that differential pay is warranted under 5 CFR Part 532, Subpart E, Appendix A, the matter may be raised at step 3 of the negotiated grievance procedure.

B. Hazardous Duty Pay

1. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550, Sub-part I).

2. The parties agree that any physical hardship or hazardous duties must be considered as part of position classification. 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.

Section 29 - Arrangements for Health Hazards Involving Communicable Diseases

Facilities will:

A. Make appropriate arrangements for employees interviewing individuals with known communicable disease;

B. Take appropriate precautions when there is contact with a person who may have tuberculosis (TB) and employees with exposure or potential exposure to TB will be offered TB screening tests during working hours at no cost to the employees;

C. Keep records of employees exposure to active TB at the work site;

D. Take appropriate precautions against the spread of infectious diseases;

E. Provide timely testing for employees who reasonably believe they were exposed in the course of their employment to a serious infectious disease (there will be no cost to the employees for leave or the exam); and,

F. Employees are encouraged to get flu vaccinations once a year.

Section 30 - Pollution Prevention Strategy

A. The Department will maintain a current list of all hazardous materials in their respective sections/services and will be required to maintain paper copies of current Material Safety Data Sheets (MSDS) in each workplace.

B. All facilities will identify each employee using hazardous chemicals in the performance of his/her duties.

C. Assessments will be made for each of the hazardous chemicals and a determination will be made if there could be a less hazardous chemical which would fulfill the respective need.

D. All chemicals or hazardous materials purchased shall require MSDS with purchase.

E. Employees will be retrained at least annually on the handling and disposal of each hazardous chemical.

F. The Professional Industrial Hygienist will perform a physical inventory and audit January and July of each year and report to the facility Safety Committee on the compliance requirements, training needs of persons handling hazardous chemicals, and disposals requirements.

G. Types and quantities of hazardous waste generated at each health care facility and the methods used for disposal of each type of waste will be identified.

H. The facility Safety Committee will review methods used to dispose of hazardous waste for compliance with applicable criteria.

I. All affected employees who may be affected by each hazardous chemical and the risks associated with the hazardous chemicals will be informed.

J. Monitoring is a proper subject for the Safety and Health Committee.

Section 31 - Dissemination of Occuational Safety and Health Program Information

A. Any details of the Department's Occupational Safety and Health Program and applicable safety and health standards shall be made available upon request to employee representatives for review. A copy of any written program applying to the Department's Occupational Safety and Health Program should be provided to each committee member at the appropriate level.

B. Each workplace shall post conspicuously in each facility, and keep posted information for employees of the provisions of the Act and Executive Order 12196. Each facility will provide the poster to each workplace detailing the necessary elements of 29 CFR 1960.12. Posters shall not be altered, defaced or covered by other material(s). If damaged or altered the Department will take responsibility for replacing them within 30 days. The Department will inform all employees of their rights under 29 CFR 1960 on an annual basis in writing.

Section 32 - Exposure to Radiation

In accordance with the United States Nuclear Regulatory Commission (NRC) guidance and standards, the Department shall take necessary preventive steps to protect employees from exposure to radiation.

A. Employees in high risk areas will be provided devices to measure current and accumulated exposure levels. Employees will be alerted monthly to the employees' current and accumulated exposure level, and annually to the employees' accumulated

exposure level.

B. The Department will take additional steps necessary to prevent exposure if any employee is exposed to a level of radiation that is or could become a health or safety issue. Examples of known sources of possible exposure are security machines at points of entry and imaging/X-ray departments.

Section 33 - Ergonomic Lifting

A. The Department agrees that all employees are a most valued resource and shall be recognized as such.

B. The Department agrees to provide employees with information concerning safe lifting. The Department further recognizes and agrees that this information must be appropriate to the specific work performed.

C. Any lifting equipment must be selected based on operational and employee needs, physical environment, hazard assessment, injury analysis, and Union input.

D. 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.

E. Implementation of this section also is appropriate for local negotiations.

Section 34 - Temporary Work Restriction

When an employee provides the Department with a health care provider's statement that the employee has temporary work restrictions, the Department will address the employee's personal health care provider's recommendation and make a determination if there are any duties the employee can perform under those work restrictions. The Department will make every effort, to the extent it is operationally feasible, to identify duties the employee can perform in his/her position. The Department will inform the employee of the decision. Under the Health Insurance Portability and Accountability Act (HIPAA), the Department cannot contact the employee's personal health care provider without a signed release from the employee.

ARTICLE 30 - OCCUPATIONAL HEALTH

Section 1 - Purpose

The purpose of this article is to aid in the protection of employees from communicable diseases, maintain a healthful working environment, and provide preventive health measures.

Section 2 - General

The following occupational health services, among others, shall be provided:

A. Emergency diagnosis and first aid treatment of an injury or illness that becomes necessary during working hours and that are within the competency of the professional staff and facilities of the available occupational health service unit, whether or not such illness was caused by employment. Local policy may define emergency treatment of non-work related conditions in tracking of infectious diseases among the employee population. In cases where necessary emergency treatment is not available onsite, the employee may be taken to his/her physician or suitable community medical facility if the employee requests it or is unable to request it. Employees will be made aware annually that there may be charges for some services rendered;

B. Pre-placement examinations where required by applicable laws, VA policy, or the OPM instructions;

C. In-service occupational examinations of employees or examinations to appraise and report work environment health hazards to prevent and control health risks, as required;

D. Administering, at the discretion of the responsible occupational health service unit physician or occupational healthcare provider, treatments and medications:

   1. Furnished by the employee and prescribed in writing by a personal physician as reasonably necessary to maintain the employee at work; or,

   2. Prescribed by a physician providing medical care under 5 USC Chapter 81.

E. Preventive services to provide health education to maintain personal health; and to provide specific disease screening examinations and immunizations, in accordance with Article 29 - Safety, Health, and Environment, Section 24, D 2 and D 3 of this Agreement.

F. Referral, upon their request, of employees to community health resources.

Section 3 - Service Requirements

The Department shall:

A. Provide post-exposure examinations as mandated by applicable regulatory agencies;

B. Provide medical surveillance for employees exposed to hazardous materials and communicable diseases (such as asbestos or tuberculosis). 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.

C. Cooperate with local public health agencies, physicians and programs in providing measures that protect against diseases of public health significance.

D. The occupational health unit will be supplied the specific medical information about the duties of an employee's position and any other pertinent factors necessary to assess that employee's ability to perform the job. (See Article 19 - Fitness for Duty.)

E. Provide, or make arrangements for, health maintenance examinations for all Department employees eligible for them. The occupational health care provider will use discretion in determining how comprehensive the medical evaluation will be. Special tests and diagnostic procedures may be ordered as appropriate, based upon the evaluation's findings. Employees will be informed of any discrepancies or abnormalities shown in the evaluation; and, they will be encouraged to follow up with treatment or corrective action as soon as possible with their personal primary care provider.

Section 4 - Occupational Health Services

A. The Department will provide an occupational health services program for all VA employees consistent with this Agreement and Department policy.

B. Where there are 300 or more federal employees working in one location and there are no existing health services, arrangements shall be made to establish a Department occupational health unit unless occupational health services can be furnished by participation in a nearby occupational health unit serving other federal employees. For locations with fewer than 300 employees, occupational health services shall be provided by contract with private or public sources or by establishment of an occupational health service unit, whichever is deemed to be more feasible.

C. Employees shall notify their supervisor when they seek treatment from an occupational health unit. When this is not feasible, they may report directly to the occupational health unit or person authorized to render emergency care. Facilities will have written procedures on how to address medical emergencies occurring to employees.

D. The confidential nature of medical conditions shall be recognized and respected. Employee medical records maintained by the Department must be separately and distinctly secured from any other medical records.

E. Procedures for disability retirement and OWCP are not part of the Occupational Health program and are governed by Article 41 - Worker's Compensation and other applicable authorities.

F. Occupational health services will be provided under the direction of a licensed independent practitioner.

Section 5 - Immunizations

A. Through vaccinations and immunizations of employees, the Department will assist in maintaining a high level of protection against epidemics of communicable disease such as

influenza. This will include the administration of vaccines, prophylactic drugs, and agents, usually without charge. Employees will be notified in advance of any charges and the amount, given the option to accept or not accept the immunization/vaccination, and provided information about other service providers who provide the immunization/vaccination.

B. Justification for allocations of vaccinations and immunizations to employee populations will be provided to the Union at the time of the immunizations.

Section 6 - Treatment

Nature and Extent of Non-Work Related Treatment:

A. It is an expectation that all employees will have a private personal physician or healthcare provider;

B. If an employee suffers a minor illness or injury, which interferes with their ability to perform their duties, treatment may be rendered;

C. Treatment will be limited to relieve their discomfort and enable them to remain at work, and in an emergency, appropriate care to stabilize and transport the employee will be rendered;

D. If the installation has dental facilities, emergency treatment may be given for minor dental conditions;

E. These treatments are not intended to provide definitive medical or dental care or replace the employee's primary care provider;

F. The employee will be referred to their private physician or dentist for any necessary follow-up or definitive care;

G. In the event transportation or hospitalization is required, the employee will be responsible for associated costs;

H. On an annual basis, employees shall be advised in writing that they will be charged for transportation and hospitalization.

Section 7 - Pandemics

A pandemic is defined as an epidemic of infectious disease that is widespread across human populations.

A. The parties agree that employees are an essential resource in caring for Veterans. The Department will take appropriate precautions to prevent the spread of infectious disease.

B. The Department shall offer immunizations at no cost to the employee. No employee shall be forced to participate in an immunization program if the employee has a medical condition which would be adversely affected by the immunization. A statement from a health care provider (as defined in Article 35 Section 16 E (6) (d)) that an immunization would adversely affect the employee's medical condition is sufficient evidence of such a medical condition. An employee may also receive an exemption based upon their religious beliefs. An employee's written statement that he/she has a religious belief that conflicts with the

immunization is sufficient to establish evidence of a religious belief. In either exception, any statements or records shall be kept confidential by the Department.

C. Employees shall be issued appropriate individual as recommended by recognized authorities such as OSHA. There shall be sufficient equipment so that employees are neither expected to reuse the equipment unless it is designed for reuse nor shall they share such equipment.

D. If respirators are required for safety and health, each employee will be fit-tested and trained on the proper care of the respirator.

E. The employee who is ill as a result of a pandemic will be granted sick leave or leave without pay upon request.

F. If the employee is suspected to have contracted a communicable disease, and is sent home from the worksite without valid verification of the illness, there will be no charge to leave. In such instances the employee must be available to return to duty upon request, unless the employee requests to use sick or other leave.

G. Temporary telework arrangements are appropriate for those employees who cannot report to work due to illness, providing the position held is conducive to telework. During pandemic, the usual requirements for telework may be waived in order to benefit both the Department and the employee.

Section 8 - Local Bargaining

Local bargaining on this article is appropriate so long as it does not conflict or interfere with, or impair implementation of, this Master Agreement.

ARTICLE 31 - SILENT MONITORING

Section 1 - Purpose

A. The primary purpose of monitoring public telephone conversations is not for evaluating performance but to ensure that complete and accurate information is courteously provided to the calling public and to determine training requirements.

B. However, when monitoring is used to evaluate performance, the employee will be notified in advance of the period during which monitoring will occur. This period shall not exceed one week. In all cases immediate feedback to the employee will be provided.

Section 2 - Task Force

The parties agree to establish a Labor-Management Task Force to examine alternatives to silent monitoring which follow the best practices of public and private sector organizations on this issue.

ARTICLE 32 - STAFF LOUNGES

Section 1

Recognizing that the health and well-being of employees are necessary to the successful accomplishment of the Department's mission, local management will provide staff lounges, break rooms, or other similar space for employee use.

Section 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.

Section 3

Staff lounges shall be reasonably accessible to the employees' work areas.

Section 4

The staff lounge should be of sufficient size to accommodate the number of employees reasonably expected to use the space at any given time.

Section 5

Any current collective bargaining agreements and/or past practices shall remain in effect, until and unless changed through bargaining.

ARTICLE 33 - TEMPORARY, PART TIME, AND PROBATIONARY EMPLOYEES

Section 1 - General

A. This article sets forth the different provisions applicable to temporary, part time, and probationary employees for Title 5, Title 38 Hybrid (Hybrid), and Title 38 employees. Temporary, part time and probationary employees are also covered by the terms of other articles in this Agreement to the extent consistent with applicable laws and regulations.

B. A counseling session or other routine meeting about performance is generally remedial and discipline is not anticipated. The right to representation does not apply to such meeting/session.

C. If during the course of any meeting/session, such meeting/session becomes an examination of an employee in the unit by a representative of the Department in connection with an investigation, the employee is entitled to union representation if:

1. The employee reasonably believes the examination may result in disciplinary action (such as separation) against the employee; and,

2. The employee requests representation.

D. The Department agrees that the local union has the right to be represented at formal discussions between management and a probationary employee of the bargaining unit, where such discussions deal with personnel policies and practices and/or matters affecting working conditions.

Section 2 - Title 5 and Hybrid Employees

A. Temporary Employees

Temporary employees may be separated at any time upon notice in writing from the Department. When it is determined that a temporary employee is to be separated, the employee will be given two weeks notice except in egregious circumstances as demonstrated by an appropriate fact-finding, or when loss of funding or Full Time Equivalent Employee (FTEE) authority requires that notice be shortened.

B. Probationary Employees

1. All probationary periods will be established in accordance with 5 CFR Parts 315.801 and 315.802, and any other applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved. A Title 5 or Hybrid employee who has completed a competitive or excepted service probationary period and moves to another Title 5 or Hybrid position, but does not successfully perform in the current position, can be offered another Title 5 or Hybrid position for which the employee is qualified, provided such position is not a promotion. In this case, the employee must meet qualification and licensure requirements of the position.

2. Title 5 and Hybrid employees serve a one-year probationary period unless otherwise specified in applicable Federal law. Probationary periods will also be governed by government-wide regulations in existence at the time this Agreement was approved. During that time, employees will have the opportunity to develop and to demonstrate their proficiency. To that end, the Department agrees that probationary employees will be advised in writing of applicable critical and non-critical elements, performance standards, and general conduct expectations at the beginning of their probationary period (normally 30 days). The supervisor will explain the requirements of the probationer's position and answer any questions the employee may have.

3. From the beginning of the probationary period, the supervisor will communicate with the employee frequently, will observe the employee closely, and assist in resolving any performance and/or conduct problems. In the event that there are repeated deficiencies in the employee's conduct and/or performance that progress to a point that the deficiencies may affect the employee's continued employment, the supervisor will counsel the employee in a timely manner and document the meeting, with a copy given to the employee.

4. After the employee has completed at least 90 days in the assignment, HR staff will contact the supervisor about the employee's performance and adjustment to the job, and any training or other needs or outstanding work that warrants attention for further placement consideration. The Department will consider employees' specific requests for assistance to improve his/her performance. Where performance deficiencies are reported, the employee and the Department will explore the courses of action that may be taken to overcome them and the Department will provide appropriate assistance. Any form used to document deficiencies will be shared with the employee. These procedures are minimum requirements and, where possible, extension of follow-up interviews is encouraged.

5. The Department may terminate an employee on a probationary or trial period because of his/her performance or conduct. The employee shall be notified in writing as to why he/she is being terminated and the effective date of the action. The information in the notice shall, at a minimum, consist of the conclusions as to the inadequacies of the employee's performance or conduct.

6. The Department shall utilize the probationary period as fully as possible to determine the fitness of the employee and may terminate his/her services during this period if the employee falls to demonstrate qualifications for continued employment. In keeping employees informed throughout the probationary or trial period, the supervisor will explain expectations and requirements as they specifically relate to the employee's position (e.g., excessive absence, training needs, standards of practice, etc.).

7. If a probationary employee is removed for conditions arising before appointment, the employee has a right to advance notice of the separation, the reason for the separation, an opportunity to provide an answer and supporting affidavits, and any applicable appeal rights, in accordance with 5 CFR 315.805. The Department shall consider the answer in reaching its decision, which shall be provided to the employee prior to the effective date of the decision.

C. Part Time Employees

1. To be considered part time for purposes of this section, an employee must have a regularly scheduled tour of duty, set in advance, of at least 16 hours but not more than 32 hours in an administrative workweek. As an exception, the Department may employ an employee on a regularly scheduled tour of duty of 1 to 15 hours per week, but not more than 32 hours, in order to meet mission requirements.

2. An employee's hours may be extended beyond the 32 hour limitation for short periods of time to accommodate unexpected workloads or to provide necessary training. The Department should not assign extra hours for more than four pay periods without considering whether to establish a temporary or permanent full time position in lieu of such assignment.

3. When a holiday falls on a part time employee's regularly scheduled workday, the employee will be paid for the number of hours he/she was scheduled for that day.

4. The Department will give full consideration to employee requests regarding part time employment consistent with the Department's resource and mission requirements. Full consideration includes weighing the employee's reasons and the staffing needs of the Department.

5. The Department recognizes that part time employment may be particularly appropriate for the following employees:

    a. Employees seeking gradual transition into retirement;

    b. Employees with disabilities or others who require a reduced workweek;

    c. Parents who must balance family responsibilities with the need for additional income;

    d. Students who must finance their own education and/or vocational training; or,

    e. Employees pursuing further education.

6. Requests to change from full time employment to part time, or from part time employment to full time, will be discussed with the employee. If an employee submits a written request and the request is denied, the employee will be provided with written reasons for the denial.

7. 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).

8. A full time employee shall not be required to accept part time employment as a condition of continued employment.

9. An employee may request a temporary or permanent adjustment of an established part time work schedule based on personal need or to permit participation in Department approved details, other assignments, or training, and the Department will give full consideration to such request.

10. The Department agrees to provide part time and full time employees on the same tour of duty equivalent access to employee activities, e.g., health facilities, and not to deny

opportunities for attendance at Department approved training courses solely because of part time status.

11. Consistent with applicable laws and regulations, a permanent part time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, completion of probationary period, within-grade increases, leave category rate, and time-in-grade restrictions on advancement.

12. Prior to an employee accepting conversion to part time status, the Department will advise the employee in writing of the effects of converting to part time employment as it relates to employee benefits.

13. Employees who accept or convert to part time positions have no guarantee that they will subsequently be converted to full time employment, but the Department agrees to fully consider the employee's request based on the employee's circumstances and the needs of the Department.

Section 3 - Title 38

A. Temporary Employees

Temporary employees may be separated at any time upon notice in writing from the Department. When it is determined that a temporary employee is to be separated, the employee will be given two weeks notice except in egregious circumstances as demonstrated by an appropriate fact-finding, or when loss of finding or FTEE authority requires that notice be shortened.

B. Probationary Employees

1. Title 38 employees serve a two year probationary period. During that time, employees will have the opportunity to develop and to demonstrate their proficiency. To that end, the Department agrees that each probationary employee will be advised in writing of the applicable functional statement and general conduct expectations at the beginning of the probationary period (normally 30 days). The supervisor will explain the requirements of the probationer's position and answer any questions the employee may have.

2. Throughout the probationary period, the supervisor will communicate with the employee frequently and will observe the employee closely and assist in resolving any performance and/or conduct problems. In the event that there are repeated deficiencies in the employee's conduct and/or performance that progress to a point that the deficiencies may affect the employee's continued employment, the supervisor will counsel the employee in a timely manner and document the meeting, with a copy given to the employee.

3. When the employee has had an opportunity to learn what is expected, the supervisor should give consideration to any inadequacies in performance or conduct. The employee's weak points should be discussed objectively and suggestions made for improvement. If the employee's performance is considered good or outstanding in some aspect, this fact should be made known to the employee.

4. If the employee's adjustment and performance are not satisfactory, the employee's immediate or higher supervisor will submit a written request for formal or summary review through channels to the official authorized to approve further review of the employee's services. This request will describe the employee's deficiencies, and the supervisor's efforts, such as training, modification of assignments, use of preceptors, etc., to assist the employee. The request may be initiated any time during the probationary period, and may be made notwithstanding past or pending proficiency ratings or the results of any previous probationary review. If the immediate supervisor is the authorizing official, the same information is to be forwarded in writing to the Chairperson of the appropriate Professional Standards Board for consideration as a part of the summary review.

5. Probationary Title 38 employees may be terminated after a Summary Board Review is conducted. The employee will normally be given 15 calendar days notice, but the notice period may be shortened if necessary to effect the separation before completion of the probationary period. The employee, on request, will be furnished a copy of the summary report of the Professional Standards Board proceedings, along with a transcript of any verbatim recording.

6. An employee who is subject to Summary Board Review may be represented by the representative of his/her choice; the representative's role is limited to assisting the employee in exercising the right to reply orally and/or in writing to the reasons for the review. Because summary reviews deal with issues related to professional competence or conduct and peer review, a union representative is not entitled to be present at a summary review except when serving as the employee's personal representative.

C. Part Time Employees

1. Part time employees are those who perform duties on less than a full time basis, and have a regularly scheduled tour of duty that is less than 80 hours in a biweekly pay period.

2. When a holiday falls on a part time employee's regularly scheduled workday, the employee will be paid for the number of hours he/she was scheduled for that day.

3. The Department will give full consideration to employee requests regarding part time employment consistent with the Department's resource and mission requirements. Full consideration includes weighing the employee's reasons and the staffing needs of the Department.

4. The Department recognizes that part time employment may be particularly appropriate for the following employees:

   a. Employees seeking gradual transition into retirement;

   b. Employees with disabilities or others who require a reduced workweek;

   c. Parents who must balance family responsibilities with the need for additional income;

   d. Students who must finance their own education and/or vocational training; or,

e. Employees pursuing further education.

5. Requests to change from full time employment to part time, or from part time employment to full time, will be discussed with the employee. If an employee submits a written request and the request is denied, the employee will be provided with written reasons for the denial.

6. A full time employee shall not be required to accept part time employment as a condition of continued employment.

7. 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).

8. An employee may request a temporary or permanent adjustment of an established part time work schedule based on personal need or to permit participation in Department-approved details, other assignments, or training, and the Department will give full consideration to such request.

9. The Department agrees to provide part time and full time employees on the same tour of duty equivalent access to employee activities, e.g., health facilities, and not to deny opportunities for attendance at Department approved training courses solely because of part time status.

10. Consistent with applicable laws and regulations, a permanent part time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, completion of probationary period, within-grade increases, leave category rate, and time-in-grade restrictions on advancement.

11. Prior to an employee accepting conversion to part time status, the Department will advise the employee in writing of the effects of converting to part time employment as it relates to employee benefits.

12. Employees who accept or convert to part time positions have no guarantee that they will subsequently be converted to full time employment, but the Department agrees to fully consider the employee's request based on the employee's circumstances and the needs of the Department.

ARTICLE 34 - JOB SHARING

Section 1 - General

A. Job sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position.

B. Job sharing can provide the Department and employees with considerable work scheduling flexibility.

Section 2 - Procedures

A. The Department agrees that entry into job sharing is strictly voluntary, initiated by the employee, and without coercion by the Department. Job sharing will be considered when traditional part-time employment is not practical or feasible.

B. The Department shall give bona fide consideration to employees' requests regarding part-time job sharing employment, including requests for reassignment from a non-job sharing arrangement to a job sharing arrangement and from a job sharing arrangement to non-job sharing arrangement, consistent with the Department's resources and mission requirements. Employees working in positions of the same occupational series, position description, or in the same line of work may request the opportunity to enter a job sharing arrangement. Employees must qualify for the position for which they are applying.

C. Potential job sharing participants shall submit a written proposal to the immediate supervisor. The job sharers are expected to seek the Department's assistance and approval in drawing up the job sharing plan so that the work will be properly divided. Potential participants will receive a written response from the Department within a reasonable amount of time from the date of submission of their written proposal informing them of acceptance or rejection of their job sharing proposal. If rejected, the reasons will be stated. The participants may revise their written proposal to accommodate the reasons given for rejection and resubmit it for reconsideration.

D. Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for all personnel and employment purposes.

E. Each employee shall be informed of his/her regularly scheduled work hours, as agreed to by the employer, employees, and the other job sharer. The Department will make every reasonable effort to avoid scheduling additional hours not contiguous with the established tour of duty The Department agrees that statutory, regulatory, and contractual provisions shall apply in any situation in which overtime may be worked. Additional hours will not be assigned to employees engaged in job sharing for the purpose of eliminating the need to schedule qualified, full-time employees for overtime. Such overtime hours will be assigned and accomplished according to contractual obligations.

F. A variety of different work scheduling arrangements can be used as long as each job sharer works no less than 16 hours and no more than 32 hours each week. For example, split days (one job sharer works mornings and the other afternoons), alternate days (one job sharer works Monday and the other Tuesday, etc.), or split weeks (one job sharer works from

Monday morning through noon Wednesday and the other works noon Wednesday through Friday). Although most job sharers split the hours of a full-time position in half, this is not a requirement. The work schedules of job sharers may overlap (one job share may work from 10 am to 2 pm every day and the other from noon to 4 pm). This arrangement can provide the Department with extra coverage during heavy workload periods. A certain amount of overlap may also be desirable to enable job sharers to attend staff meetings or familiarize each other with work developments.

G. The employment of an individual in a part-time position shall not be a basis for exclusions from participation in job sharing.

H. Those individuals currently engaged in a job sharing arrangement shall be covered under this article.

I. Each employee entering into a job sharing arrangement shall be given a written explanation of his/her work schedule and an explanation of the impact of conversion to part-time on his/her rights and benefits. The job sharing agreement shall incorporate the understanding that in the event one of the job sharing participants leaves and the Department concludes that the needs of the position requires full-time staffing, the Department shall make every reasonable effort to assist the remaining job sharing partner in finding another partner. The remaining participant will be given a reasonable amount of time to find another partner.

J. Leave requests by employees in a job sharing situation shall be approved or denied in accordance with Article 35 - Time and Leave of this Agreement.

K. Performance appraisals for job sharing participants will be handled in accordance with Article 27 - Performance Appraisal of this Agreement. Throughout the tenure in a part-time position, the employee's appraisal will not reflect the performance of the job sharing partner.

ARTICLE 35 - TIME AND LEAVE

Section 1 - General

A. Employees will accrue and use sick and annual and other types of leave in accordance with applicable statutes, OPM regulations, and this Agreement.

B. All leave charges shall be in increments of one-quarter hour, except in the case of Title 38 physicians, dentists, chiropractors and optometrists, who accrue and use leave in full-day increments.

C. For clearly compassionate and appropriate reasons, the Department may increase the stated limits applicable to all forms of leave in accordance with applicable government-wide regulation and law.

D. Employees will not be denied leave based solely on their leave balance.

E. No arbitrary or capricious restraints will be established to restrict when leave may be requested.

F. Changes to the Department's automated time and attendance system shall be negotiated in accordance with government-wide law, regulations and this Agreement.

G. Employees should request, in advance, approval of anticipated leave.

H. When the employee is present on duty, the employee can use the electronic time and attendance system or SF-71 to request leave.

I. Leave will be denied only for appropriate reasons and not as a form of discipline. No approved leave or approved absence will be a basis for disciplinary action except when it is clearly established that the employee submitted fraudulent documentation or misrepresented the reasons for the absence.

J. Employees will not be adversely affected in any employment decision solely because of their leave balances.

Section 2 - Annual Leave

A. Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and unscheduled purposes. All employees may request at least two consecutive weeks of annual leave per year and take such leave subject to the Department's approval.

B. The use of accrued annual leave is an absolute right of the employee, subject to the right of the Department to approve when leave may be taken.

C. Employees should submit requests for annual leave as far in advance as possible. The Department will render timely decisions on employees' leave requests. The Department will make every effort to accommodate the employees' requests, consistent with valid

operational needs.

1. Vacation - Employees should submit requests for vacation leave as far in advance as possible. The Department will render timely decisions on employees' leave requests. The vacation plan for the next leave year will be completed by the end of the current calendar year. 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.

2. Unplanned Leave - When needs arise and the employee requests annual leave, employees must contact their supervisor or designee to request the leave. During operational hours of the facility/service, there will always be someone available who is authorized to receive and act on the request. 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.

3. Serious Personal Needs Situations - If the leave is requested to begin immediately, employees must contact their supervisor or designee to request the leave. The employee will be informed whether leave is approved or disapproved at the time it is requested. During operational hours of the facility/service, there will always be someone available who is authorized to receive and act on the request.

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.

E. When an employee requests annual leave in conjunction with scheduled days off at the beginning and/or end of the leave period, the Department will not change that employee's days off except where necessary to meet valid operational needs.

F. The Department recognizes the needs of employees to plan vacation and personal time off. However, previously approved annual leave may be cancelled if necessary to meet valid operational needs.

G. The parties recognize that additional procedures for requesting and granting annual leave are appropriate for negotiation at the local level.

H. Carryover (restored) leave will be addressed in accordance with applicable rules and regulations.

I. All employees shall be excused or receive appropriate pay for all holidays prescribed by Federal law, and that may be added by Federal law, or that may be designated by Executive Order.

J. Employees will be notified four times during each leave year of the maximum amount of annual leave that can be carried over by employees in each leave category (doctors, nurses, Title 5, etc.) and advise the employees they should request to use any amount the employee has accrued and will earn during the rest of the leave year that is over the maximum amount. This will include advising employees of the consequences of forfeiture and the law and regulations relating to forfeiture.

K. Upon request, an employee will be provided, in writing, with the reason for a denial of annual leave. It is the responsibility of the Department to initiate action to reschedule annual leave that was denied. The times at which such rescheduled leave is used must be by concurrence of the employee and the Department.

L. The Department will allow the maximum number of employees to use leave in accordance with coverage requirement.

M. Where vacation schedules are used, the approved vacation schedule will be conspicuously posted and remain posted and be kept up-to-date for the leave year. Upon request, changes in the vacation schedule will be provided to the local union on a monthly basis.

Section 3 - Excused Absence

Supervisors should excuse, without charge to leave, tardiness/absences which are brief, infrequent, and for a good cause.

Section 4 - Sick Leave

A. It is the responsibility of the employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site as soon as possible but no later than two hours after the employee is scheduled to report for duty unless mitigating circumstances exist. The Department will assure a designated number is established for the supervisor or designee to receive such notifications; the employee's obligation is to complete one phone call, to either the established number, or to an alternate number the employee was notified to use. In the event that the supervisor or designee is not available, employees may use voice mail to notify the supervisor or designee of the type of leave requested.

B. An employee who expects to be absent more than one day will inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change. In the case of extended illness, daily reports will not be required.

C. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences.

D. Title 5 and hybrid employees are entitled to sick leave when the employee:

1. Receives medical, dental or optical examination or treatment;

2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;

3. Provides care for a family member who is incapacitated by a medical or mental condition, or attends to a family member receiving medical, dental, or optical examination or treatment, or provides care for a family member with a serious health condition;

4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member (this includes use of sick leave to make arrangements for and attend a funeral or memorial service; necessary travel, pre-funeral and after-

funeral/burial gatherings or ceremonies, memorial services; and reading of the will);

5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by being present on duty after exposure to a contagious disease; or,

6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

E. Sick leave shall be granted to Title 38 employees when:

1. They are incapacitated for the performance of their duties because of personal illness, disease, injury, pregnancy and confinement;

2. For necessary medical, dental, or optical examination or treatment;

3. When a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee; or,

4. When through exposure to contagious disease, the presence of the employee at the post of duty would jeopardize the health of others.

F. The Department should make an effort to accommodate employees who request in advance, a change in work schedule to meet medical, optical or dental appointments.

G. If an employee has insufficient sick leave accrued, the employee can request Leave Without Pay (LWOP) or other available leave instead of sick leave for an absence for which sick leave would otherwise be appropriate, subject to approval of the absence by the supervisor.

H. Employees will not be required to reveal the nature of the illness as a condition for approval of sick leave.

Section 5 - Documentation for Sick Leave

A. Where an employee requests sick leave, or annual leave, or LWOP in lieu of sick leave, for periods of illness exceeding three consecutive workdays of the employee's work schedule, the employee must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. An employee may support the request for sick leave:

1. By medical certificate from the Department's employee health care provider or the employee's health care provider that is administratively acceptable; or,

2. By the employee's self-certification in instances where the illness was not treated by a health care provider. The statement will indicate why a health care provider was not seen; for example, remoteness of area, general condition of the illness, or other specific reasons. The supervisor may request clarification should the employee's written statement not be sufficient to support the request.

B. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a health care provider certificate on a continuing basis if the employee is:

   1. Not on leave restriction; and,

   2. Provides, if requested, an administratively acceptable medical certificate every six months which clearly states the continuing need for periodic absences.

C. Unless there is reasonable evidence to doubt the required information, administratively acceptable evidence for medical certification is a statement that says the employee was incapacitated for work and date(s) of incapacitation. This information will generally be considered sufficient for medical certification purposes. However, employees will not be required to reveal the nature of the illness as a condition for approval of sick leave. This applies to sick leave of more than three consecutive workdays or certification for sick leave restrictions.

D. Documents regarding employee absence for sick leave purposes are highly sensitive. The Department will ensure that they are maintained in a secure and confidential manner.

E. Where there is substantial reason to believe that an employee is abusing sick leave entitlement, medical certificates may be required for any period of absence provided the employee has been formally notified in writing that such a requirement has been established for that person.

   1. If an employee has not used sick leave for three months after the notification in Paragraph E, the employee may request that the requirement be reviewed. If it is determined that a medical certificate is no longer warranted for sick leave of three consecutive workdays or less, the employee shall be so notified in writing.

   2. The requirement for medical certification must be reviewed six months after such requirement is imposed. If the requirement is not lifted, the employee may request a review of the certification requirement three months after a previous review. If it is determined that a medical certificate is no longer warranted for sick leave of three consecutive workdays or less, the employee shall be formally notified in writing.

   3. Frequency or amount of leave used will not be the sole factor for determining sick leave abuse, nor will leave for which acceptable medical documentation has been provided.

   4. When the Department determines that the sick leave abuse has ceased, the Department will remove the restriction and notify the employee in writing of this action.

   5. The employee will also be notified of the reasons in writing if the restriction is to be continued beyond six months.

Section 6 - Sick Out

Employees may be required to furnish evidence of illness to support approval of sick leave for periods of less than three consecutive workdays when the Department has reasonable evidence that a “sick- out” has occurred. 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.

Section 7- Registration and Voting

The Department agrees that when the voting polls are not open at least three hours before or after employees' regular hours of work, employees will be granted an amount of excused leave to vote, or to register to vote, which will permit them to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time, so long as the absence does not seriously interfere with valid operational needs. Where release of an employee at the beginning or end of the day would seriously interfere with valid operational needs, the supervisor to the extent possible shall make other arrangements to allow the employee a reasonable amount of time during the workday to vote or register to vote. Under unusual circumstances an employee may be excused up to the full day.

Section 8 - Unavoidable Delay While on Official Business

A. When employees are unable to return to their home station through no fault of their own while away on official government business, the employees will notify their supervisors as soon as possible and obtain appropriate instructions. In such instances, the employees will be paid overtime or approved compensatory time, as appropriate, for any time beyond normal duty hours that they are determined to be performing official duties. If the employees are unable to return to their duty stations and must stay overnight at some other location, per diem expenses will be paid when appropriate.

B. Employees also will be entitled to compensatory time for time spent in travel, in accordance with the Workforce Flexibility Act of 2004, as amended.

Section 9 - Employee Absences for Court or Court-Related Services

A. In accordance with applicable law, government-wide regulations or other outside authority binding on the Department, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of VA salary in the following instances:

   1. For jury duty;

   2. To appear as a witness on behalf of the Federal, District of Columbia, state, or local government;

   3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records; or,

   4. To appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is either the United States, District of Columbia, or a state, or local government.

B. Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay. Money received for performing jury duty in state or local courts is indicated on the pay

voucher or check as either "fees for services rendered" or "expense money." "Expense money" may be retained by the employee; "fees for services rendered" must be submitted to the appropriate financial office.

C. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.

D. An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day is expected to return to the employee's regular Departmental duties except when:

1. Only a small portion of the work day would be involved and thus no appreciable amount of Department service would be rendered;

2. The distance from the court to the place of duty is such that this would be an unreasonable requirement; or,

3. The employee is regularly scheduled to work on a tour any part of which includes 6:00 pm - 6:00 am.

E. An employee who is granted court leave and serves for a full day or substantial portion of a day is not expected to report for the next tour of duty if that tour occurs within twenty-four hours of the court leave and if any or all of it occurs during 6:00 pm - 6:00 am.

Section 10 - Leave Without Pay (LWOP)

A. Requests for LWOP will be given serious, bona fide consideration.

B. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. LWOP may be granted even though the employee has a sick or annual leave balance.

C. Upon written request from the appropriate Union office, an employee may be granted LWOP to engage in Union activities on the national, district or local level or to work in programs sponsored by the Union or the American Federation of Labor - Congress of International Organizations (AFL-CIO). Such requests will be referred to the appropriate Department official. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper application.

D. Employees granted LWOP for more than 30 calendar days will be notified that they can usually expect to return to their former position. However, it may become necessary in the interest of the service to reassign them to other positions at the same grade and pay within the commuting area of the employee's current duty station during their absence or upon their return.

E. Employees may request LWOP for educational purposes.

F. LWOP is granted at the discretion of the Department, except in the following cases:

1. When a disabled veteran requests LWOP for medical treatment;

2. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders and/or documentation. Employees may request such leave after their military leave has been exhausted (38 USC 4316(d));

3. When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the OWCP; or,

4. When an employee makes a request pursuant to the Family and Medical Leave Act (FMLA) and meets the criteria for that program.

Section 11 - Hazardous Weather/Emergency Conditions

A. The Department and local union at each facility will jointly plan the procedures for hazardous weather/emergency conditions and will annually communicate these procedures to employees.

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.

C. When hazardous conditions (e.g. extreme weather conditions, serious interruptions in public transportation, earthquake, and disasters such as flood, fire or other natural phenomena) arise, the Department will determine whether all or part of the facility should be closed or whether the facility should be open as usual. If the Department decides to close all or part of the facility during periods the facility would otherwise be open, the Department will notify employees whether liberal leave or authorized absence will be authorized. Employees who are prevented from reporting to work due to the closure of all or part of a facility should be granted authorized absence in accordance with OPM guidance and/or government-wide regulations.

D. Excused absence during emergency situations does not generally apply to employees who provide critical services because of the need to assure continuity of essential patient care operations. However, in extreme situations, where employees who provide critical services make reasonable efforts to get to work and are unable to do so, excused absence is appropriate except in rare circumstances.

E. Facilities under emergency conditions should provide meals and accommodations for employees who are required to remain on duty.

F. The VA Incentive Awards Program is an appropriate vehicle and will be utilized for recognizing exceptional services rendered by employees during emergency/hazardous weather conditions.

G. Whenever employees are unable to leave the facility at the end of their shift, and the employee is assigned work, the employee will be paid in accordance with established policy for the payment of premium rates.

H. In accordance with government-wide regulations, the Department will fully implement the provisions of any approved program designed to provide inter-agency leave donation for employees affected by natural disasters.

Section 12 - Accommodation for Religious Observances

A. An employee whose personal religious beliefs require abstention from work during certain periods of time may elect to engage in overtime work to compensate for time lost by meeting those religions requirements.

B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Department mission, the Department shall in each instance, afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

C. For the purpose stated in Paragraph B of this section, the employee may work such compensatory time before or after the granting of compensatory time off. Advanced compensatory time off should be repaid with the appropriate amount of compensatory time worked within a reasonable amount of time. Compensatory overtime shall be credited on an hour-for-hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

Section 13 - Military Leave

A. Military leave will be granted consistent with government-wide rules and regulations.

B. Full-time permanent and part-time permanent employees who are members of the National Guard or the 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.

C. The Department will not arbitrarily deny an employee's request for military leave.

D. For part-time employees, military leave is prorated based on the number of hours in the employee's work week.

E. Employees who do not use the entire 15 days can carry any unused military leave (not to exceed 15 days) over to the next fiscal year. Military leave may never exceed 30 days in any one calendar year.

F. The Department will take into consideration the schedules of employees who work off-tours and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave

G. Those employees on 24/7 schedules will continue to be charged military leave on a daily basis for duty days.

H. Employees Returning From Active Duty. In accordance with the Presidential Memorandum dated November 14, 2003, as a welcome home, returning Federal civil servants who were called to active duty in the Global War on Terrorism will be granted 5 days of excused

absence for every deployment.

Section 14 - Advanced Annual/Sick Leave

A. An employee may be advanced all annual leave that will accrue up to the end of the leave year. However, advanced annual leave may not be granted to a temporary employee beyond the date set for the expiration of the employee's temporary appointment, or to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Department before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual leave; however, an employee may request a waiver in writing.

B. Advanced sick leave may be combined with annual leave or LWOP when necessary to cover one continuous period of absence.

C. Denials of requests for advance leave will be conveyed to the employee promptly and will contain an explanation of the reasons for the denial.

D. Advanced leave may be approved in accordance with the employee's type of appointment. The employee will not be required to utilize any annual leave prior to utilizing the advanced sick leave.

E. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.

Section 15 - Voluntary Leave Transfer Program

A. As authorized by 5 CFR 630, Subpart I, as extended to Title 38 employees and consistent with this Agreement, employees are entitled to donate and receive leave for medical emergencies.

B. The Leave Transfer Program allows an employee to transfer annual leave to an approved leave recipient (excluding the employee's supervisor) up to one-half of the amount of annual leave the employee will accrue during the leave year.

C. The minimum amount of annual leave that may be transferred to and from a Title 5 employee, or Title 38 employee who is charged leave in hours, is four hours.

D. Title 5 employees may transfer to Title 38 employees and Title 38 employees may transfer to Title 5 employees.

E. The minimum amount of annual leave that may be transferred from a Title 38 employee who is charged leave in whole day increments is one day. For a leave transfer between an employee who is charged leave in hours and an employee who is charge leave in whole days, the number of hours transferred for each whole day is eight hours. For a leave transfer between employees who are each charged leave in whole day increments, the recipient will be credited with one whole day for each whole day donated.

F. Annual leave may not be transferred to an employee's immediate supervisor.

G. The Department will assist employees in preparing or will prepare the employee's solicitation memorandum which is directed to employees whom the employee designates. The Department will advise employees of how and where to receive such assistance.

H. When an employee receives donated leave, it may be used only for the medical emergency for which it was donated.

I. If an employee has use or lose annual leave at the end of the leave year and would like to donate it, the employee should contact an appropriate Department official.

J. The method of communicating the needs of employees who may want to participate in leave transfer is an appropriate subject for local negotiation.

K. The parties are in the best position to determine whether donated annual leave is needed by its employees in disaster situations and can quickly facilitate the transfer of donated annual leave among administrations. They are responsible for:

1. Determining whether, and how much, donated annual leave is needed by affected employees;

2. Approving leave donors and/or leave recipients within the Department; and,

3. Facilitating the distribution of donated annual leave.

L. Forms for donating and receiving annual leave under the inter-agency Emergency Leave Transfer Program can be accessed on OPM's web site at http://www.opm.gov/forms/html/emerg.htm.

Section 16 - Family and Medical Leave Act (FMLA)

A. Maternity and Paternity Leave

1. Under FMLA and this Agreement, bargaining unit employees are entitled to 16 weeks of LWOP during any 12 month period for the following reasons:

a. Birth of a son or daughter and the care of such son or daughter; and,

b. Placement of a son or daughter for adoption or foster care.

2. Supervisors are encouraged to approve additional leave as circumstances warrant.

B. Other family medical leave under FMLA and this Agreement, bargaining unit employees are entitled to 12 weeks of LWOP during any 12 month period for one or more of the following reasons:

1. The care of a family member of the employee with a serious health condition. Family member is defined as:

a. Spouse and parents of spouse;

b. Children, including adopted children; and,

c. Parents.

2. A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.

C. Substitution of Paid Leave - For either Paragraphs A or B of this Section, the employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

D. Notice of Leave

1. The employee will make an appropriate request for use of family and medical unpaid leave.

2. When the need for unpaid family and medical leave is foreseeable and the employee fails to give 30 days notice with no reasonable excuse for the delay of notification, the Department may delay the taking of family and medical unpaid leave until at least 30 days after the date the employee provides notice of his/her need for family and medical leave.

3. If the need for leave is not foreseeable, the employee shall provide notice within a reasonable period of time appropriate to the circumstances involved. If necessary, notice may be given by an employee's personal representative (e.g., a family member or other responsible party). If the need for leave is not foreseeable and the employee is unable, due to circumstances beyond his/her control to provide notice of his/her need for leave, the leave may not be delayed or denied.

4. The time frame in Paragraph 2 above will be waived for good cause.

E. Medical Certification (when requesting leave for serious health conditions)

1. An employee shall provide written medical certification to the Department in a timely manner.

2. The written medical certification shall include:

a. The date the serious health condition commenced;

b. The probable duration of the serious health condition;

c. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a statement as to the incapacitation, examination, or treatment that may be required; and,

d. A statement that the employee is unable to perform the functions of his/her position.

3. The Department shall not require any personal or confidential information in the written medical certification other than that required by Paragraph E 2 of this section.

4. If the Department doubts the validity of the original certification, the Department may require, at the Department's expense, that the employee obtain the opinion of a second health care provider designated or approved jointly by the Department and the employee concerning the information certified under Paragraph E 2 of this section.

5. If the opinion of the second health care provider differs from the original certification, the Department may require, at the Department's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Department and the employee concerning the information certified under Paragraph E 2 above. The opinion of the third health care provider shall be binding on the Department and the employee.

6. "Health Care Provider" is defined as any of the following individuals:

    a. A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

    b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) who are authorized to practice by state law;

    c. Nurse practitioners and nurse midwives who are authorized to practice by state law or Christian Science practitioners listed with the First Church of Christ Scientist, in Boston, Massachusetts;

    d. Any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under federal or state law to provide the service in question;

    e. A health care provider as defined in Paragraph d of this definition who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his/her practice as defined under such law;

    f. A Christian Science practitioner listed with the First Church of Christ Scientist, in Boston, Massachusetts; or,

    g. A Native American, including an Eskimo, Aleut, or Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders and who practices traditional healing methods as believed, expressed, and exercised in Indian religions of the American Indian, Eskimo, Aleut, or Native Hawaiians, consistent with Public Law 95-314, August 11, 1978 (692 Stat. 469), as amended by Public Law 103-344, October 6, 1994 (108 Stat. 3125).

7. To remain entitled to leave under FMLA, an employee or the employee's spouse, son, daughter, or parent must comply with any requirement from the Department that he/she

submit to examination (not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider.

8. If the employee is unable to provide the requested medical certification before leave begins or the Department questions the validity of the original certification provided by the employee and the medical treatment requires the leave to begin, the Department shall grant provisional leave pending final written medical certification.

9. An employee must provide the written medical certification required by this section, signed by the health care provider, no later than 15 calendar days after the date the Department requests such medical certification. If it is not practicable under the particular circumstances to provide the requested medical certification not later than 15 calendar days after the date requested by the Department despite the employee's diligent, good faith efforts, the employee must provide the medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Department requests such medical certification.

10. If, after the leave has commenced, the employee fails to provide the requested medical certification, the Department may:

    a. Charge the employee as AWOL, unless:

        1) The reason for not providing the medical certification was beyond the control of the employee;

        2) The employee made a good faith effort to provide the certification.

    Prior to being placed on AWOL, an employee will be provided written advance notice of at least 10 working days and given the reasons why AWOL is being charged. During this period, the employee may comply with the Department's request for certification, and the AWOL charges will be rescinded.

    b. Or allow the employee to request that the provisional leave be charged to leave without pay or charged to the employee's annual and/or sick leave account, as appropriate.

11. Any health care provider designated or approved by the Department shall not be employed by the Department or be under the administrative oversight of the Department on a regular basis unless the employee's official duty station is located in an area where access to health care is extremely limited.

F. Medical Recertification - While an employee is using leave under FMLA, the Department may require, at the Department's expense, subsequent medical recertification from the health care provider only if the circumstances described in the original medical certification change significantly or if the Department receives bona fide information that casts doubt upon the continuing validity of the medical certification. Such requests for medical recertification shall not occur more frequently than every six weeks.

G. An employee eligible under the Department's Family Medical Leave Program may request to participate in the telework program consistent with Article 20 - Telework of this Agreement.

H. Protection of Employment and Benefits - Upon return from family and medical leave, the employee will be restored to the same position as occupied before the leave or to an equivalent position in the same commuting area with equivalent benefits, pay, status, and other terms and conditions of employment.

I. The Department shall inform its employees of their entitlements and responsibilities under FMLA, including the requirements and obligations of employees.

J. An employee who meets the criteria for leave and has complied with the requirements under this section may not be denied leave, consistent with all applicable rules governing annual or sick leave, as appropriate.

Section 17 - Blood, Bone Marrow and Organ Donor Leave

A. Donor leave will be granted consistent with government-wide rules and regulations.

B. Employees will be granted up to four hours of excused absence to donate blood to a Department sponsored or endorsed blood program. Additional excused absence will be granted to employees who donate blood platelets through Department endorsed Hemophoresis Programs. Time spent in necessary travel for such purposes shall also be administrative leave. The Department may require available documentation of blood donation when there is a basis to verify the donation.

C. Upon request, subject to certification by a health care provider, leave-approving officials shall approve excused absence for employees who serve as living donors for bone marrow, organ, and tissue donation and transplantation. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Leave-approving officials shall approve:

    1. Up to seven workdays of absence without charge to leave or loss of pay for each donation by employees participating as living bone marrow donors; or,

    2. Up to 30 workdays of absence without charge to leave or loss of pay for employees participating as living organ and tissue donors.

The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials shall approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified as above in this section.

Section 18 - Leave for Bereavement

A. Upon request, subject to any documentation requirements, leave-approving officials shall approve up to five days of annual leave, sick leave, and/or LWOP for employees to mourn the death of the following family members:

    1. Spouse;

    2. Children, including adopted and step-children;

    3. Parents, including stepparents;

4. Siblings, including step-brother/sister; or,

5. Any individual related by affinity, i.e., whose association with the employee is the equivalent to one of the family relationships identified above.

B. Upon request, subject to any documentation requirements, leave approving officials shall approve one day of annual leave, sick leave, and/or LWOP for employees to mourn the death of a grandparent or parent of their spouse.

C. The supervisor has discretion to require documentation (e.g., obituary, death certificate) prior to final approval of bereavement leave. However, this documentation will normally be required only in unusual circumstances.

Section 19 - Funeral Leave

A. Funeral leave is granted to allow an employee to make arrangements for, or to attend, the funeral or memorial service for an immediate relative who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. The Department shall grant employees such funeral leave as is needed and requested, not to exceed three workdays of excused absence, without loss of or reduction in pay. The three days need not be consecutive but if not, the employee shall furnish the approving authority satisfactory reasons justifying a grant of funeral leave for nonconsecutive days.

B. The Department may grant funeral leave only from a prescribed tour of duty, including regularly scheduled overtime, from a period during which, except for absence on funeral leave, the employee would have worked.

Section 20 - Rest and Relaxation Title 38 Physicians, Dentists, Podiatrists, and Optometrists

The Under Secretary for Health and facility directors or the professional person acting for them, are authorized to approve absence for a period not to exceed 24 consecutive hours for rest and relaxation for full-time physicians, dentists, podiatrists, and optometrists who have been required to serve long hours in the care and treatment of patients.

Section 21 - Excused Absence (Administrative Leave)

Excused absence (sometimes referred to as administrative leave) is absence from assigned duties without charge to leave or loss of pay. Excused absence may be granted for activities which are in the government's interest.

ARTICLE 36 - TIMELY AND PROPER COMPENSATION

Section 1 - Timely Receipt

A. Employees are entitled to timely receipt of all wages earned for the applicable pay period. Employees shall receive their leave and earning statements in a secure manner and no later than payday, when available. The options (Electronic Funds Transfer (EFT) or check) available to the employee will be communicated to existing employees within 30 days from the effective date of this Agreement and to new employees prior to choosing a method to receive wages.

B. Employees will receive their salary payments through EFT unless they submit a written request for a waiver. An employee who has requested a waiver shall receive a check. The waiver request will be signed and dated, and state: "I request a waiver from EFT because I have determined EFT would impose a hardship." No employee will be required to justify his/her request for waiver.

Section 2 - Errors in Payment

Employees will review their leave and earnings statements and notify their supervisors of any unexplained changes. When there is an error in payment, the Department will advise employees of the procedures available. Upon the employee's request, the Department will provide the necessary forms for filing a request for waiver of all overpayment of pay and allowances received in good faith.

Section 3 - Emergency Payments

A. Whenever a Department error results in the failure of an employee to receive full salary payment on time, the Department will take immediate action to promptly pay the employee. An emergency payment will be issued not later than three working days following the date the payment should have been received. Emergency payments will be made in the same form normally issued to an employee (i.e. EFT or check) or in other forms of payment in effect at the employee's facility. This would not apply to nominal errors that are routinely corrected through payroll adjustments.

B. The amount of the emergency payment will be the employee's normal net salary (excluding overtime) as shown on the most recent leave and earnings statement.

ARTICLE 37 - TRAINING AND CAREER DEVELOPMENT

Section 1 - General Provisions

A. The Department and the Union agree that the training and development of employees is of critical importance in carrying out the mission of the Department. In recognition of this, the Department will provide training and career development opportunities to employees of the bargaining unit. The Department is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.

B. The parties agree that there may be reorganization, technological changes, RIFs, or other major actions which could have an impact on job security. In recognition of this, the Department will make every effort to provide training which would allow employees to move into existing or projected vacancies, consistent with budget and staffing restrictions.

C. Nothing in this section is intended to interfere with applicable merit promotion requirements or Title 38 career advancement procedures.

Section 2 - Local Training Committees

A. 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.

B. The committee will consist of Department and local union representatives. The committee will meet as needed to address training issues such as:

1. Orientation sessions for new employees;
2. In-service or on-the-job training to improve the employees' capability to perform their current jobs;
3. Training for career enhancement;
4. Cross-training and rotational assignments;
5. Funding for training;
6. Upward mobility; and,
7. Tuition Support.

Section 3 - Training Costs

A. The Department will pay all expenses, including tuition and travel, in connection with training required by the Department to perform the duties of an employee's current position or a position to which an employee has been assigned.

B. Depending upon the availability of funds and training priorities, the Department will also pay appropriate expenses for work-related training that will:

1. Improve an employee's ability to perform his/her current job or a job the employee has been selected to fill through merit promotion;

2. Increase an employee's knowledge or skills in connection with career growth or advancement opportunities; or,

3. Approval of such training may also be contingent upon an agreement by the employee to share any costs with the Department.

C. When resources for training are limited, approval for training funds will be based on fair criteria that are equitably applied.

Section 4 - Reassignments and New Assignments

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Department will provide the training necessary to enable employees to perform all required duties.

Section 5 - Scheduling Training

A. When training required by the Department is conducted during an employee's regularly scheduled work hours, he/she will be granted excused absence to attend.

B. When training is approved under Section 3(B) of this article, the Department will make a good faith effort to grant excused absences from work or make schedule adjustments to accommodate an employee's training or educational program.

Section 6 - Training Information

A. The Department shall inform employees, at least annually, about Department training opportunities, policies, and nomination procedures. Upon request, the Department will advise individual employees of training opportunities that meet identified educational or career objectives.

B. The Department will maintain up to date information about training courses, programs, and seminars conducted or sponsored by the Department or available from some other source. This information shall be accessible to employees and publicized in such a way as to provide adequate notice to interested employees.

Section 7 - Notification

Employees will be notified of approval or disapproval of training requests as soon as possible but in every case prior to the starting date of the training. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities. If not selected for training, the employee will be notified of the reasons.

Section 8 - Educational Programs and Continuing Education

A. As resources permit, the Department shall work with educational institutions and other training sources to develop opportunities for employees to participate in long term educational programs.

B. The parties recognize that a block of time for pursuing continuing education is beneficial to the Department. Each facility is therefore encouraged to grant a minimum block of time to employees for pursing continuing education opportunities

Section 9 - Local Negotiations

Procedures which ensure fair and equitable training opportunities are appropriate subjects for local bargaining.

Section 10 - Tuition Support

A. Employees who are eligible for receiving tuition support shall be informed of the availability of reimbursement funds and shall be given the opportunity to apply for the reimbursement funds.

B. When a change in qualifications for a position mandates an additional requirement for an employee already holding that position, the Department will pay for the education needed for the employee to meet the new qualifications unless the employee is grandfathered in or taken out of the position.

C. Tuition support for upward mobility is a proper subject for local bargaining.

D. Bargaining unit employees shall have an equitable opportunity to compete for the receipt of available tuition support funds.

E. All employees will be timely provided with information on the availability of funds for tuition support and on the processes by which an employee may apply for any available funds.

ARTICLE 38 - UNIFORMS

Section 1 - General

This article establishes policies, procedures, and responsibilities for acquiring, wearing, maintaining, and exchanging of official Department uniforms. An employee who is required by the Department to wear a uniform shall receive either an allowance for uniforms or be issued uniforms but not both. The Department shall issue uniforms in accordance with law, government-wide regulation, and VA policy. Nothing will prevent local negotiations on uniform issues.

Section 2 - Purpose

The objective is to enhance employee and public pride and to project an image of the organization. Further, employees shall be provided with functional, durable, and comfortable uniforms appropriate for the assigned duties and climates. Employees shall be assured the highest possible degree of consistency in uniform appearance that is commensurate with the diversity of tasks and climates confronting employees that will enhance and clearly identify the role of the employee.

Section 3 - Police Uniforms

The Department will provide Police Officers in the Department with certain items and their replacements, in accordance with Handbook 0730. The Department will provide an allowance for items not issued by the Department, in accordance with 38 USC 903. The Police Officer will not be required to use personal funds for mandated uniform items. The Department agrees to establish a system that provides for the expeditious acquisition of uniforms.

Section 4 - Firefighter Uniforms

The Department will provide an allowance for items not issued by the Department, in accordance with 5 USC 5901-5903, VHA Handbook 1850.04, and government-wide regulation. The Firefighter will not be required to use personal funds for mandated uniform items. The Department agrees to establish a system that provides for the expeditious acquisition of uniforms.

Section 5 - Repairs and Alterations

The Department shall repair or alter government-issued uniforms including required patches and emblems.

Section 6 - Lab Coats

All full time employees who wear lab coats shall be issued a minimum of seven lab coats. Pathology and Laboratory shall be issued non-permeable lab coats. For other employees, the minimum number of lab coats issued to each employee must be the number required to ensure that a clean lab coat is available each workday.

Section 7 - Number of Uniform Items

All full time employees who wear uniforms that must be laundered between uses shall be issued a minimum of seven uniforms. For other employees, the minimum number of such uniforms issued to each employee must be the number required to ensure that a clean uniform is available each workday.

Section 8 - Changes

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.

Section 9 - Distribution of Uniforms

The Department shall provide a consistent and equitable distribution system that will allow for a convenient exchange of laundered Department issued uniforms.

Section 10 - Replacement

All Department issued uniforms and accessories shall be replaced when rendered unserviceable.

Section 11 - Time to Change In and Out of Uniforms

This section is addressed in Article 21 - Hours of Work and Overtime, Section 3 L.

ARTICLE 39 - UPWARD MOBILITY

Section 1 - Goals and Objectives

The goal of Upward Mobility is to provide maximum opportunity for employees to advance so as to perform at their highest potential. An objective of Upward Mobility is to support the advancement of underrepresented minorities and women and to meet other special emphasis program goals. The Department's wide range of occupations will be considered in developing Upward Mobility opportunities.

Section 2 - Program Penetration

The extent of any installation's Upward Mobility endeavors will depend on, among other things:

A. The number of lower-graded employees having the requisite potential;

B. The number and type of target positions available which would link employee potential with positions in support of the facility's operations;

C. Available training resources; and

D. Ceiling or budget constraints.

Efforts will be made to create alternate ways to support Upward Mobility such as collaborative efforts with schools having different academic and vocational programs.

Section 3 - Identifying Positions

Each facility will design an Upward Mobility Program, consistent with Section 2 above, that is responsive both to employee career advancement and to the facility's staffing needs. There will be joint labor/management involvement in the design of such a program. As part of this program, the parties will identify positions which may be appropriate for upward mobility. If the Department determines that a position should be filled as upward mobility, the position will be specifically described and announced as such. It will be filled at a grade level which is lower than the target level and will permit the consideration of employee potential as a factor in evaluating candidates for selection.

Section 4 - Creating Training Positions

It is understood that upward mobility may also be achieved by:

A. Evaluating situations where vacant positions can be filled at lower-grade, trainee levels;

B. Identifying areas where bridge positions could be established in order to provide opportunities for employees to enhance their careers; and,

C. Skills upgrading to supplement the existing skills of employees so that they may fully qualify for positions in other career ladders. The consideration of positions for upward mobility will not be limited to any particular occupational series.

The Department will review promotion announcements to ensure that the qualifications sought of applicants are necessary for successful performance in the position (e.g., not all secretarial positions require the ability to take dictation).

Section 5 - Employee Initiatives

Employees are encouraged to seek guidance from their immediate supervisor(s) or from the appropriate administrative office if they are interested in learning about available career opportunities. These employees will be furnished information about lines of career progression, education requirements, available job opportunities, etc. Upward Mobility announcements will be well communicated throughout the facility by such means as: e-mail, bulletin boards, newsletters, and staff meetings.

Section 6 - Specialized Training

The Department also agrees that the Upward Mobility Program can be enhanced by providing tailored guidance and training in instances where it may be beneficial to help employees adjust. These special efforts may be made consistent with the requirements of the position, the selectee's talents and aptitudes, and within available resources.

Section 7- Cross-Training

The parties recognize that cross-training, where this approach is feasible, can provide a valuable opportunity for employees to broaden their experience. Each facility will review the possibility of increasing the amount of cross-training conducted within its services or divisions.

ARTICLE 40 - WITHIN-GRADE INCREASES AND PERIODIC STEP INCREASES

Section 1 - Within-Grade Increases For Title 5, Hybrid, and Veterans Canteen Service (VCS) Employees

A. Applicability

1. This section applies to all General Schedule, Federal Wage System, and non-appropriated fund employees in the unit of recognition. This includes Hybrid Title 38 employees appointed on a full time, part time, or intermittent basis under 38 USC 7401(3) or 7405(a)(1)(B). It will be used in conjunction with Article 27 - Performance Appraisal. Periodic step increases for Title 38 employees are discussed in Section 2 below.

2. It is noted that the general authority for Within-Grade Increases (WIGI) currently is contained in 5 USC 5335 and 5 CFR part 531, subpart D.

B. Definitions

1. Acceptable Level of Competence - An employee will be considered to have attained an acceptable level of competence when he/she is currently performing at the fully successful or better level under the performance appraisal system, and such performance is documented by a rating of at least fully successful/satisfactory.

2. Waiting Period - The term waiting period refers to the minimum time requirement of creditable service to become eligible for a WIGI.

3. Within-Grade Increase - The term WIGI means a periodic increase in an employee's rate of basic pay from one step of the grade of his/her position to the next higher step.

4. Equivalent Increase - This term means an increase in an employee's rate of basic pay which is equal to or greater than the amount of one WIGI An equivalent increase is based on the step rate held by the employee before his/her advancement to the next step of the grade of his/her position. An equivalent increase does not include:

   a. A statutory pay adjustment;

   b. The periodic adjustment of a wage schedule;

   c. The establishment of an above-minimum entrance rate or special salary rates;

   d. A quality step increase or other incentive award;

   e. A temporary or term promotion when returned to the permanent grade or step; or,

   f. An increase resulting from placement of an employee in a supervisory or management position who does not satisfactorily complete a probationary period under 5 USC 3321(a)(2) and is returned to a position at the same grade and step held by the employee before such placement.

C. Within-Grade Increases

1. The determination to grant or withhold a WIGI will be based on the employee's appraisal of record and his/her current performance under a performance plan for 90 days or more.

2. The WIGI will be granted as soon as the employee is eligible if he/she has met an acceptable level of competence.

D. Performance/Competence Determination

1. Communication of Performance Requirements - Employees shall be informed of the specific performance requirements that constitute an acceptable level of competence within the time frames and means of communication of performance standards established under the performance appraisal system.

2. Acceptable Level of Competence Determinations:

   a. An acceptable level of competence determination shall be based on the current rating of record. This rating used as the basis for an acceptable level of competence determination must have been assigned no earlier than at the end of the most recently completed annual appraisal period. If the most recent rating is more than 90 days old, the current performance will be reviewed to ensure that the rating of record reflects current performance.

   b. When it is determined that current performance is not at an acceptable level, a special rating must be prepared to document current performance.

3. Notification - Employees shall be provided with an acceptable level of competence determination as soon as possible after the completion of the required waiting period.

   a. Favorable Determination - The SF-50-B, Notification of Personnel Action, shall be used to advise employees that they have achieved an acceptable level of competence and will receive a within-grade increase.

   b. Negative Determination - When it is determined that the employee's performance is not at an acceptable level of competence, the employee shall be given a written notice which includes the following:

      1) The reasons for the negative determination and the respect in which the employee must improve his/her performance; and,

      2) Information on the employee's right to request reconsideration of the negative determination.

E. Reconsideration

1. Procedures for WIGI Determinations

a. Where an employee has been assigned to a present supervisor for less than 90 days, and that supervisor cannot adequately assess the employee's performance, he/she shall secure the written views of the employee's prior supervisor before making a performance determination. A copy of this document will be given to the employee.

b. Except in rare and unusual circumstances, the WIGI will be granted as soon as the employee is eligible unless the employee was informed in writing:

   1) During the most recent progress review; or,

   2) In no event later than at least 60 calendar days before the end of the statutory waiting period for eligibility for a WIGI that his/her performance is below an acceptable level of competence and, unless his/her performance improves, the WIGI will be denied.

2. In those rare and unusual circumstances when the supervisor does not give 60 calendar days advance notice and the WIGI is delayed, the supervisor will reconsider the employee's level of competence not later than 60 calendar days after the date on which the employee completed the required waiting period, If the employee's level of competence is acceptable, the WIGI will be made retroactively effective on its original due date.

3. If at the end of the 60 calendar days, the employee's performance is not at an acceptable level of competence for the purpose of approving the WIGI, the employee will be given a written notice which will include:

   a. An indication that the employee's work has been reviewed;

   b. A statement that the employee's work has been determined to be of a less than acceptable level of competence;

   c. An identification of those elements where the employee's performance has resulted in denial of the WIGI;

   d. A statement that the employee has a right to request, in writing, a reconsideration of the negative determination, provided the request is made within 15 days of the employee's receipt of the negative determination;

   e. The name of the reconsideration official to whom the employee may submit a request;

   f. A statement that the employee may have a local union representative when presenting a request to the reconsideration official;

   g. A statement that the employee may appeal via the appropriate procedure the basis for the negative determination in person and/or in writing; and,

   h. An explanation that the employee may be considered for a WIGI at any time during the next 26 calendar weeks if the employee demonstrates an acceptable level of competence.

F. Exceptions

1. Delays of Acceptable Level of Competence Determinations - The employee shall be informed in writing whenever his/her acceptable level of competence determination is being delayed in accordance with OPM regulations. The employee shall be informed of the reasons for delay and the specific requirements for performance at the acceptable level of competence.

2. Waiver of Requirement to Make Acceptable Level of Competence Determinations - An acceptable level of competence determination shall be waived and a WIGI granted when an employee had not served for at least 90 days in any position under an applicable agency appraisal system during the final 52 weeks of the waiting period for the reasons specified in 5 CFR 531.409(d).

G. Redeterminations

After a WIGI has been withheld, the Department may grant a WIGI at any time after it determines that the employee has demonstrated performance at an acceptable level of competence. In such cases, the WIGI will be effective the first day of the first pay period after the acceptable determination is made.

Section 2 - Periodic Step Increases For Personnel Appointed Under 38 USC 7401(1) and 38 USC 7405(a)(1)(A):

A. Applicability

This section applies to any physician, dentist, optometrist, podiatrist, Registered Nurse (RN), Physicians Assistant (PA), Expanded Function Dental Auxiliary (EFDA), or chiropractor, who is receiving less than the maximum rate of his/her grade. Within-grade increases for Title 5, Hybrid, and VCS employees are discussed in Section 1 above.

B. Governing Law

Under Department regulations set forth in VA Handbook 5007, Part III, Chapter 5, Section 1, and VA Handbook 5013, Part II, Paragraph 12, the employees listed in subsection 1 A will be advanced to the next higher step rate within such grade if they meet the eligibility requirements and waiting periods set forth in the regulations. Any reference to a Handbook in this section is to the document cited, or as found in the successor document.

C. Eligibility

Pursuant to VA Handbook 5007, Part III, Chapter 5, Section I.b., a periodic step increase will be granted when:

1. An employee's work is of an acceptable level of competence;

2. No "equivalent increase" in compensation was received during the period under consideration; and,

3. The benefit of successive increases shall be preserved for any person whose continuous service is interrupted by active military duty.

D. Waiting Periods

Pursuant to VA Handbook 5007, Part III, Chapter 5, Section 1 c, the minimum time requirement of creditable service without an equivalent increase is either 52 weeks or 104 weeks of creditable service, depending upon the employee's occupation and grade. Please see the Department regulations for specific waiting period requirements and applicable exceptions.

E. Disapproval and Reconsideration

Procedures for disapproval and reconsideration of periodic step increases are set forth in VA Handbook 5013, Part H, Paragraph 12. Those regulations provide that if disapproval is recommended, the rating official shall prepare a written justification and forward it, through the local HRM Office, to the approving official for decision. If disapproved:

1. The employee will be notified in writing of:

   a. The reason(s) for disapproval;

   b. The fact that the employee will be reconsidered within 52 weeks (time to be specified); and,

   c. The right to ask for a review of the decision under Paragraph 2 below.

2. An employee may request reconsideration of a decision to deny a periodic step increase or rate of adjustment within 15 calendar days of receipt of the notification required under c above. The reconsideration decision will be rendered by the next higher level professional/administrative supervisor at the health care facility or, if there is no higher level professional/administrative supervisor at the facility, the file is to be submitted to the appropriate Network Director for decision. All reconsideration decisions are final. If, on reconsideration, it is determined that an employee was performing at an acceptable level of competence, the employee shall be given the periodic step increase retroactive to the original due date.

ARTICLE 41 - WORKERS' COMPENSATION

Section 1 - General

The Office of Workers' Compensation Program (OWCP) is administered by the U.S. Department of Labor (DOL). Employees should consult the DOL for guidance on applicable laws, DOL regulations, and precedents if issues arise that are not covered herein.

Section 2 - Counseling

A. The Department agrees that when an employee sustains an injury or an alleged acquired illness or exposure, in the performance of duties, and reports it to the Department, the supervisor and/or the appropriate Department official will immediately inform the affected employee of his/her rights under the Federal Employees Compensation Act (FECA). These rights include the following:

   1. The employee's right to file for compensation benefits;

   2. The types of benefits available;

   3. The written procedure for filing claims at each station or workplace;

   4. The option to use compensation benefits if approved in lieu of sick or annual leave; and,

   5. The option to use continuation of pay for traumatic injuries in lieu of sick or annual leave.

B. The Department will review and respond to an employee's complaint of the mishandling of his/her Workers Compensation claim. The response will be provided to the employee in writing in a timely fashion. The review and response will be completed no later than 30 days from the receipt of the complaint. If the review and response will not be completed in 30 days, the employee will be given a written response no later than the 30th day and the reasons for the delay, including an estimate of how much more time it will take to complete.

Section 3 - Procedure for Filing Claims for Workers' Compensation Benefits

A. As soon as possible after experiencing a job-related injury or illness, the employee should contact his/her supervisor.

B. The Department shall, at that time, assure the employee is provided the proper forms and assist the employee in filling them out. The CA-16, CA-17, CA-7, and CA-20 must be in hard copy; for other forms, the employee will be permitted to choose whether to use electronic or paper forms. The forms include:

   1. CA-1 is the appropriate form for reporting a traumatic injury. A traumatic injury is a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable by time and place of occurrence and member of the body affected; it must be caused by a specific event or incident or series of events or incidents within a single day or work shift. A traumatic injury also includes damage to or destruction of prosthetic devices or appliances.

2. CA-2 is the appropriate form for reporting an occupational disease or illness. An occupational disease is defined as a condition produced in the work environment over a period longer than one workday or shift. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of the work.

3. CA-2A is the appropriate form for recording a recurrence of disability. A recurrence of disability is defined as a spontaneous return or increase of disability due to a previous injury or occupational disease without intervening cause or a return or increase of disability due to a consequential injury.

4. CA-16 authorizes an injured employee to obtain immediate examination and/or treatment from a physician for an on-the-job injury. An employee has the initial right to select a physician of his/her choice to provide necessary treatment. The physician must be listed by name on the CA-16. The term 'physician' includes doctors of medicine (MD), surgeons, osteopathic practitioners, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors within the scope of their practice as defined by state law. Whenever possible, the employee will be provided CA-16 (Authorization for Examination and/or Treatment) within four hours after requesting the CA-16. When it is not possible, the Department will authorize medical treatment by telephone and send the completed form to the medical facility within 48 hours. The Department will provide the employee with information about accessing DOL's online medical provider search tool and will assist the employee in obtaining the list. The fact that a provider is listed in no way constitutes an endorsement of the provider, or the provider's services, by the Department.

5. CA-17 is the form used to report the duty status of the employee. The supervisor must fill out the left hand portion of the form describing the physical requirements of the position. The physician or practitioner completes the CA-17, Duty Status Report, as appropriate, to provide information such as the date the employee can return to work or any restrictions on work the employee will be able to perform.

6. CA-7 is the form used to claim compensation (wage loss) when the employee cannot return to work after Continuation of Pay (COP) ends, or when the employee is not entitled to receive COP, and claims compensation for wage loss. CA-7 is filed in occupational exposure or recurrence cases. In controverted cases, where pay is terminated, form CA-7 is submitted with form CA-1. CA-7 is also used to claim a schedule award for permanent impairment as a result of traumatic injury.

7. CA-20 is a Medical Report Form. This report may be made on CA-20, which is a form attached to CA-7. The Department will provide form CA-20 to the employee as often as needed.

8. The employee's PD.

C. The appropriate sections of these forms should be filled out by the employee and given to the supervisor as soon as possible, but not later than 30 calendar days from the date the employee notifies the Department of the injury or illness. If the employee is incapacitated, this action may be taken by someone acting on behalf of the employee. Supervisory action on CA-1 and CA-2 forms shall be completed within five working days after the employee completes his/her portion of the form. For all forms, the Department must complete the

appropriate parts of the form(s) and transmit them to the DOL, OWCP, within the time limits set out by the DOL.

D. The Department will not request an employee to release the employee's medical records or other personally identifiable information, except to the extent required to adjudicate the employee's claim. This release will be specific to the injury/illness claimed. An employee will be informed of and afforded the opportunity to discuss the release of records with the Union prior to submitting the release.

E. All records relating to claims for benefits filed under FECA are covered by the government-wide Privacy Act system of records (DOL\Govt 1). (See 20 CFR 10.11) The employee will be informed in writing of the employee's privacy entitlements/rights afforded by DOL under Title 20, System of Records.

F. At the time the employee files a claim, the employee will be asked to designate whether he/she wishes a representative of the Union to be notified that the employee has filed a claim, and/or to receive a copy of the claim.

Section 4 - Posting of Employee Rights

The Department agrees to post a notice on all Department controlled bulletin boards advising employees of the appropriate HR office room/building location for filing Workers' Compensation claims. The notice will also include HR office telephone numbers and/or the Department's OWCP Specialists office telephone number for obtaining information/assistance relevant to Worker's Compensation claims. The Department further agrees to distribute annual notice to all employees providing them the same information.

Section 5 - Election of Benefits Options

A. As a rule, three years is the time limit for initially filing an OWCP claim. It is to the employee's advantage to file a claim immediately after becoming aware of a medical condition that was caused by work.

B. OWCP (DOL), not the Department, decides if an employee has a compensable injury and what benefits he/she is entitled to under FECA. OWCP will notify the employee in writing when the claim has been received and OWCP has assigned a claim number.

C. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account.

D. An employee with a job-related traumatic injury/illness may elect to receive 45 days of COP if the claim is filed within 30 days of the injury. The entitlement to COP is not available to employees who file an occupational disease claim.

E. If the employee's claim for compensation is disallowed by the DOL, OWCP, any of the 45 days of COP that were previously granted will be converted to sick leave, annual leave, and/or LWOP. The employee shall be responsible for advising the Department as to which form(s) of leave is/are requested and for completing an SF-71, Application for Leave, or its electronic equivalent.

Section 6 - Placement of Workers' Compensation Claimants

A. When an employee requests and supports his/her request with appropriate medical information, the Department, will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs, pending resolution of his/her claim.

B. Where the employee requests and supports his/her request with an approved OWCP claim and appropriate medical information, the Department will take prompt action with regard to all job related injuries or illnesses so that employees receive the appropriate benefits expeditiously, and are returned to duty as soon as possible. Employees will be informed about their rights and responsibilities related to job incurred illnesses or injuries.

C. Employees will be provided transitional (light) duty assignments consistent with their qualifications and medical limitations. Light duty assignments must be in writing, of limited duration, and not to be considered indefinite or permanent in nature. Transitional (light) duty may also include reduced hours or changing the employee's scheduled tour of duty without loss of pay. Any such action will be consistent with the negotiated Article 23 - Merit Promotion.

D. Form CA-17, Duty Status Report, is the designated form to be used by the agency to have the attending physician list any work limitations or restrictions. Light duty is work that has been modified to meet physical restrictions of an employee. These requested restrictions are designed to protect the health and safety of the affected employee or others. These assignments may involve physical activities, environmental aspects of an assignment (e.g., exposure to dust or fumes), scheduling (e.g., no shift work for an unstable diabetic), travel equipment usage (e.g., respirators, ladder climbing, driving), communication abilities (e.g., inability to speak), sensory impairments (e.g., visual deficits, color blindness or other similar condition, diminished ability to sense heat or cold or other similar condition, etc.). Form CA-17 must specify, as shown in the PD, the physical and or mental capabilities required, e.g., lift — pounds, repetitive motions of certain body parts, squatting or bending, scheduling or environmental demands, or other restrictions, which must be considered.

ARTICLE 42 - AFFILIATIONS

A. The Department will honor the Union's rights as the exclusive representative regardless of any relationship between the Department and an affiliate body.

B. The Department agrees that officials of an affiliate acting in a supervisory capacity over unit employees shall be bound by applicable law, regulation, the terms of this Agreement, and any applicable supplemental agreements in their supervisory relationships with bargaining unit employees.

ARTICLE 43 - GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This is the exclusive procedure for Title 5, Title 38 Hybrids and Title 38 bargaining unit employees in resolving grievances that are within its scope, except as provided in Sections 2 and 3.

Section 2- Definition

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

B. This article shall not govern a grievance concerning:

1. Any claimed violation relating to prohibited political activities (Title 5 Chapter 73 Subchapter III);

2. Retirement, life insurance, or health insurance;

3. A suspension or removal in the interest of national security under 5 USC 7532;

4. Any examination, certification or appointment;

5. The classification of any position which does not result in the reduction in grade or pay of an employee.

C. Under 38 USC 7422, the following exclusions also apply only to pure Title 38 bargaining unit employees:

1. Any matter or question concerning or arising out of professional conduct or competence such as direct patient care or clinical competence;

2. Any matter or question concerning or arising out of peer review; and/or,

3. Any matter or question concerning or arising out of the establishment, determination, or adjustment of employee compensation under 38 USC 7422.

Note 1: The language in the above paragraph shall only serve to preclude a grievance where the Secretary, or a lawfully appointed designee of the Secretary (currently the Under-Secretary for Health), determines in accordance with 38 USC 7422 that the grievance concerns or arises out of one or more of the three items listed above. Any determination under this language by the Secretary or his/her designee is subject only to judicial review pursuant to 38 USC 7422(c).

Section 3 - Other Applicable Procedures

A. As provided for in 5 USC 7121, the following actions may be filed either under the statutory procedure or the negotiated grievance procedure but not both:

   1. Actions based on unsatisfactory performance (5 USC 4303),

   2. Adverse actions (5 USC 7512),

   3. Discrimination (5 USC 2302(b)(1)).

B. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under Title 5, Chapter 71.

C. An employee shall be deemed to have exercised his/her option under this section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO (ORM) counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely. For purposes of an EEO action, the time limit for filing a grievance will be extended by 30 days, beginning with the employee's receipt of a notice of the Right to File a Formal Discrimination Complaint.

Section 4 - Jurisdiction

If either party considers a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. The Department must assert any claim of non-grievability or non-arbitrability no later than the Step 3 decision.

Section 5 - Representation

The only representation an employee may have under this procedure is representative(s) approved in writing by the Union, in accordance with Section 7. An employee may pursue a grievance without union representation, but the Union may elect to attend each grievance step. The Union will be provided notice immediately when any grievance is filed as well as given advance notice of each meeting.

Section 6 - Informal Resolutions

Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis. The use of ADR is encouraged. The parties agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the Department. Reasonable time during work hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances including attendance at meetings with management officials concerning the grievances, consistent with Article 48 - Official Time and local supplemental agreements.

Section 7 - Procedure

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

B. Employees and/or their representatives are encouraged to informally discuss issues of concern to them with their supervisors at any time. Employees and/or their representatives may request to talk with other appropriate officials about items of concern without filing a formal grievance if they choose. In the event of a formal filing of a grievance, the following steps will be followed.

Step 1.

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

Step 2.

If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Service/Division Chief, or other equivalent Department official or designee within seven calendar days of the Step 1 supervisor's written decision letter. The recipient of the grievance shall sign and date the grievance. The Step 2 grievance must state, in detail, the basis for the grievance and the corrective action desired. If there is to be more than one Department official involved in the grievance meeting, the Union will be so notified in advance. The Step 2 official will provide the Step 2 answer within 10 calendar days from receipt of the grievance.

Step 3.

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

Step 4.

If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 44 - Arbitration. Only the Union or the Department can refer a grievance to arbitration.

Note 1: For Veterans Canteen Service (VCS) employees, Step 2 will be eliminated at those facilities where two levels of supervision are not present. In Step 3, the VCS Regional Manager, or his/her designee, will be the deciding official. The meeting will be at the duty station of the aggrieved employee and with an official higher than the Canteen Chief. By mutual agreement, the parties to the grievance may agree to teleconference the grievance meeting.

Note 2: For National Cemetery Administration (NCA) employees, where there are two levels of supervision, Step 1 will be the immediate supervisor. Step 2 will be an Assistant Cemetery Director where one exists and Step 3 will be the Cemetery Director. Where there is only one level of supervision, Step 1 will be the Cemetery Director and Step 1 time limits will apply; Step 2 will be eliminated and Step 3 will be the MSN Director or designee.

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

Step 1 - Immediate supervisor

Step 2 - Service Director (or equivalent), or designee

Step 3 - Administration or Staff Office Head, or designee.

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

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

Note 6: Grievances over actions taken by VA Headquarters officials against field station employees may be grieved directly to arbitration in accordance with Article 44 - Arbitration. The request for arbitration in such cases should be made by the local union President or designee to the facility Director, clearly setting forth the basis for the grievance and the corrective action being requested. The parties may coordinate an effort for informal resolution prior to the actual arbitration.

Note 7: Local management-initiated grievances shall be filed with the local union president or designee and shall constitute Step 3 of the negotiated grievance procedure. Such grievance must be filed within 30 calendar days of the act or occurrence or when the Department became aware of, or should have become aware of, the act or occurrence. The time limits for the meeting and response will be 14 calendar days.

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. When a grievance has been filed, the Department shall not discuss the grievance with the grievant unless the Union is given notice and an opportunity to be present. Any resolution of a grievance must be consistent with and not conflict with the terms of a collective bargaining agreement.

Section 8 - Extensions

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

Section 9 - Failure to Respond in Timely Manner

Should the Department fail to comply with the time limits at any step in Section 7 above, the grievance may be advanced to the next step.

Section 10 - Multiple Grievances

Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.

Section 11 - National Level Grievances

A national level grievance is one that is filed by the Union or by the Department. Grievances between the Department and the Union at the national level shall be filed by the aggrieved party as follows:

A. Within 30 calendar days of the act or occurrence or within 30 days of the date the party became aware or should have become aware of the act or occurrence or at any time if the act or occurrence is continuing, the aggrieved party (the Department or the Union) may file a written grievance with the other.

B. Upon receipt of a grievance, the parties will communicate with each other in an attempt to resolve the grievance. A final written decision, including any position on grievability or arbitrability, must be rendered by the respondent within 45 days of receipt of the grievance. If a decision is not issued in 45 days, or if the grieving party is dissatisfied with the decision, the grieving party may proceed to arbitration in accordance with Article 44 - Arbitration. The time limits may be extended by mutual agreement.

ARTICLE 44 - ARBITRATION

Section 1 - Notice to Invoke Arbitration

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.

Section 2 - Arbitration Procedure

A. On or after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons to act as an arbitrator. The parties shall meet within 10 calendar days after receipt of such list to select an arbitrator (this may be done by telephone for national level grievances). If the parties cannot mutually agree on one of the listed arbitrators, then the Department and the Union will alternatively strike one potential arbitrator's name from the list of seven and will then repeat this procedure until one name remains. The remaining person shall be the duly selected arbitrator. The parties will choose lots to determine who strikes the first name. Following the selection, the moving party will, within 14 calendar days, notify the FMCS of the name of the arbitrator selected. A copy of the notification will be served on the other party. The time limits may be extended by mutual consent.

B. The arbitration hearing date must be scheduled (not held) within six months from the date the arbitrator was selected or the grievance will be considered terminated. An exception to this time period will be made by mutual consent to extend the timeframes. Additionally, an exception will be made for inability on the part of the arbitrator to provide a hearing date. Should the Department refuse to participate in scheduling the arbitration within the time frames set forth in this article, the Union may unilaterally schedule the arbitration hearing date.

C. The procedures used to conduct an arbitration hearing shall be determined by the arbitrator. Both parties shall be entitled to call and cross-examine witnesses before the arbitrator. All witnesses necessary for the arbitration will be on duty time if otherwise in a duty status. On sufficient advance notice from the Union, the Department will rearrange necessary witnesses' schedules and place them on duty during the arbitration hearing whenever practical. Such schedule changes may be made without regard to contract provisions on Article 21 - Hours of Duty. A reasonable amount of preparation time for arbitration will be granted in accordance with the provisions of Article 48 - Official Time and local supplemental agreements.

D. The arbitrator's fees and expenses shall be borne equally by the parties. If either party requests a transcript, that party will bear the entire cost of such transcript.

E. For single station local grievances, the site normally will be the facility where the grievance exists. At the local union's request, another site may be designated upon mutual agreement. If another site is used, the local union will pay the cost of the site. For grievances at the national level, the Department and the NVAC President will communicate to work out a

mutually agreeable site for the arbitration.

F. The parties will attempt to submit a joint statement of the issue or issues to the arbitrator. If the parties fail to agree on a joint submission, each shall make a separate submission. The arbitrator shall determine the issue or issues to be heard.

G. The arbitrator's decision shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. The arbitrator will be requested to render a decision within 60 days. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

H. An arbitrator's award shall have only local application unless it was a national level grievance or the matter was elevated to the national level. Where it is mutually agreed between the NVAC President and the Department within 30 days after a local union has filed a notice for arbitration, an arbitration dispute will be elevated to the national level. The arbitrator has full authority to award appropriate remedies including reasonable legal fees pursuant to the provisions of Section 702 of the Civil Service Reform Act, in any case in which it is warranted.

ARTICLE 45 - DUES WITHHOLDING

Section 1 - Eligibility - Bargaining Unit Employees

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued only when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this article.

Section 2 - Union Responsibilities for Bargaining Unit Employees

A. The Union agrees to inform the Department, in writing, of the following:

1. The dues amount(s) or changes in the dues amount(s);

2. The names of the local union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments; and,

3. The name and address of the payee to whom the remittance should be made.

B. The local union agrees to promptly forward completed and certified form(s) to the appropriate administrative office.

Section 3 - Department Responsibilities for Bargaining Unit Employees

A. It is the responsibility of the Department to:

1. Process voluntary allotments of dues in accordance with this article and in amounts certified by the local union;

2. Withhold employee dues on a bi-weekly basis;

3. Transmit remittance to the local allottee designated by the Union in accordance with this article, as expeditiously as possible at the end of each pay period, together with two copies of a listing containing the following information:

   a. The name of the employee and the anniversary date of the effective date of the dues withholding; and,

   b. Identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination.

B. Electronic transfer of funds is authorized for the transmittal of Union dues. Local unions who use this option shall continue to receive a hard copy of the current membership listing, dues deductions, and anniversary date each pay period.

C. The Department will ensure that bargaining unit employees on dues withholding, who are reassigned from one VA facility to another but remain in the consolidated unit of recognition

will continue on dues withholding. Upon arrival at the new station, the dues withholding will be remitted to the new local at the receiving station at the rate being withheld in the prior station until the appropriate office at the new station receives a notification of a change of rate from the designated local union official as described in the Section 2.

D. In the event of a transfer or reassignment of a dues-paying member of the nationwide bargaining unit, within two weeks of entrance on duty (EOD) date, the Department will inform the receiving local union in writing of that employee's arrival and prior station.

E. The Department agrees to withhold the union dues from a back pay award granted to an employee who was terminated and was on dues withholding at the time of a termination. The amount withheld from the back pay award will be calculated from the date of termination until the next anniversary date for dues withholding consistent with Section 6 of this article, unless the employee agrees in writing to authorize the dues withholding for the full period of termination. This authorization must be received before payment of the back pay award to the employee.

F. The Department agrees to withhold union dues from a back pay award to an employee who was on dues withholding at the time of a suspension.

Section 4 - Procedures for Withholding for Bargaining Unit Employees

Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF-1187 to the local union-designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF-1187 will be forwarded to the appropriate administrative office for processing. The deduction will become effective at the beginning of the first pay period that begins three or more workdays after the SF-1187 was submitted to the appropriate administrative office. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of union dues as a bargaining unit employee will be resolved through consultations between the Human Resource Manager or designee and local union officials and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the employee's dues will be withheld pending a decision on the petition.

Section 5 - Changes in Dues Amount for Bargaining Unit Employees

At any time there is a change in dues structure, the local will send a memorandum to the appropriate Department official noting the amount of the change. The new amounts will be deducted starting the next pay period following receipt by the appropriate administrative office at least three workdays prior to the beginning of that pay period unless a later date is specified. The memorandum must be signed by one of the local union officials designated to certify dues withholding forms.

Section 6 - Revocation for Bargaining Unit Employees

A. The local union is the authorized party that may provide an SF-1188, and must provide it to a union member upon request. The SF-1188 is also available on the OPM website. An employee may revoke dues withholding only once a year, by submitting a timely SF-1188 to the local union representative designated for such purpose. In order for the SF-1188 to be timely, it must be submitted to the local union during the 10 calendar days ending on the anniversary date of his/her original allotment. The local union representative must certify by

date and signature the date the SF-1188 is given to the local union representative or by some other appropriate date stamping device.

B. The local union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item 6 on the SF-1188. The entry will be initiated by the local union official, who will then deliver the form to the appropriate administrative office prior to the close of business of the Friday following the date entered in Item 6. If, through error of the Union, an SF-1188 is received in the appropriate administrative office later than the agreed-to date, the administrative office will process the form at the earliest possible time, but no later than the first pay period following receipt. Local union representatives will be on official time while receiving and processing the SF-1188.

Section 7 - Continuation of Dues for Bargaining Unit Employees

A. When an employee is detailed or temporarily promoted out of the bargaining unit, local union dues withholding will restart automatically when the employee returns to the bargaining unit.

B. When an employee is detailed or by other personnel action placed in a bargaining unit position, the employee shall have all the rights of the bargaining unit, including the right of dues withholding.

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. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

Section 8 - Position Determination

When there is a dispute regarding a position being in or out of the bargaining unit that affects an employee who is on dues withholding, then the employee will remain on dues withholding. The parties will discuss the issue until a decision is reached, either through mutual agreement or the formal clarification of unit petition process.

Section 9 - Costs

All payroll deductions and transmittals will be made at no cost to the Union.

ARTICLE 46 - LOCAL SUPPLEMENT

Section 1 - General

Contract provisions contained in Local Contracts/Supplements in existence prior to the Master Agreement will continue in effect insofar as they do not conflict with the Master Agreement. Whenever any subject is addressed in the Master Agreement, the terms of the Master Agreement shall prevail over the provisions of the Local Agreement concerning the same subject. 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.

Section 2 - Procedures for Local Supplemental Agreement

A. The parties agree that any time after this Agreement has been in effect for 30 days, the parties, upon the request of either local party, may negotiate a Local Supplement to this Master Agreement. The Local Supplemental Agreement may cover all negotiable matters regarding conditions of employment insofar as they do not conflict with the Master Agreement as defined in Section 1. The Local Supplement may include a provision for reopening. This is not intended to preclude local bargaining of items that are not covered by the Master Agreement, i.e., policies, procedures, and directives initiated at the facility level or national level.

B. It is agreed that prior to implementation of any Local Supplement, the respective parties shall forward their agreement to VA Headquarters and the Union for review. The national parties shall review the Local Supplement within 30 calendar days of its receipt. In the event either of the national parties determines there exists a conflict with the Master Agreement, they shall forward a written document to the respective local union and the other national party identifying the conflict for resolution at the local level.

Section 3 - Ground Rules For Negotiating Local Supplemental Agreements

In an effort to assist the local bargaining process, ground rules for bargaining Local Supplemental Agreements will include, but not be limited to, the following:

A. Upon mutual agreement of the parties, bargaining over local supplements will be held utilizing an interest-based-bargaining (IBB) process. However, prior to initiating IBB, all bargaining team members must be trained in the IBB process. In the event the parties fail to mutually agree to utilize IBB, traditional bargaining will be used.

B. The parties agree to establish a local negotiating committee consisting of an equal number of representatives of the local union and Department. Each party shall be represented by a Chief Negotiator. The parties further agree that all members of the Local Negotiating Committee will have the requisite authority to negotiate on behalf of their respective party. The negotiation process is the establishment of ground rules, face-to-face bargaining,

preparation, facilitation, approved travel time, mediation, impasse, and third-party proceedings. The parties agree that all local union members of the negotiating committee will be on official time for the previously described negotiation process. Employee participation in this process will not in any way adversely affect their performance nor will they be held accountable for their full range of duties in addition to these activities. Neither party waives any legal rights.

C. Each Chief Negotiator may approve attendance of alternates at Local Negotiating Committee sessions. The alternate will have the full rights, responsibilities, and authority of the Local Negotiating Committee member for whom they are substituting.

D. The Department agrees to pay the travel and per diem for all local members of the Local Negotiating Committee pursuant to the Federal Travel Regulations.

E. The Local Negotiating Committee will establish its bargaining schedule. The Department will ensure the availability of all Local Negotiating Committee team members

F. In the event either party desires a facilitator, the parties must mutually agree upon the individual to serve as facilitator. When IBB is used, a facilitator will be used.

G. If the Local Negotiating Committee has not reached agreement on a Local Supplement at the conclusion of the bargaining schedule, either party may use ADR or other methods, or elect to initiate impasse procedures. Moreover, neither party waives any rights regarding statutory impasse procedures.

H. The parties agree that it is appropriate in establishing ground rules to include, among other things, physical location of bargaining, caucuses, subject matter experts, start date, official time, prep time, observers, IBB or traditional bargaining, number of people on each team, and administrative matters and materials.

ARTICLE 47 - MID-TERM BARGAINING

Section 1 - General

A. The purpose of this article is to establish a complete and orderly process to govern mid-term negotiations at all levels. The parties are encouraged to use an IBB approach in all mid-term negotiations and will ensure that negotiators are trained in this approach prior to the inception of bargaining.

B. Recognizing that the Master Agreement cannot cover all aspects or provide definitive language on each subject addressed, it is understood that mid-term agreements at all levels 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 mid-term bargaining will be identified within each article.

C. As appropriate, the Union may initiate mid-term bargaining at all levels on matters affecting the working conditions of bargaining unit employees.

Section 2 - National

A. The Department will forward all proposed changes for which there is a bargaining obligation to the President of the NVAC or designee(s) along with copies of all necessary and relevant documents relied upon. When a new law is enacted and the Department decides not to issue a national policy, the Union will be notified prior to implementation.

B. If either party initiates a demand to bargain, briefings will occur within 20 workdays of the demand to bargain. Proposals will be submitted 20 workdays after the briefing. Any Union demand to bargain must be received by the designated Department official within 20 workdays from the date the NVAC President or designee receives the proposed change. The date of receipt shall be documented on a simple form agreed upon by both parties. Extensions or reductions of the 20 workday time period will be by mutual agreement..

C. The Department's bargaining obligation is triggered when the Union submits a bargaining demand. When the Union's bargaining demand is submitted, the parties will discuss the proposed change and share their interests and concerns.

D. The parties may first attempt to reach agreement by conducting telephone negotiations. In addition the parties will meet face-to-face quarterly. Such negotiations should normally begin no later than 10 workdays after the Department chairperson receives the Union's demand to bargain. Telephone negotiations shall normally be for up to three hours per day, commencing at a mutually agreeable time on consecutive days unless concluded sooner.

E. If the parties are unable to reach agreement, negotiations will normally proceed to face-to-face bargaining. When traditional bargaining is used, the Union's written proposal(s) will be submitted prior to bargaining. The parties retain the right to modify, withdraw, or

add to any interests, concerns, or proposals they may have discussed or exchanged earlier.

F. Bargaining sessions will be for 8-1/2 hour days at mutually agreeable times which include a break for lunch. However, the parties, by mutual agreement, may extend or shorten such bargaining sessions as necessary. The parties agree to utilize ADR mechanisms, as appropriate, without waiving either party's statutory rights.

G. Each party may have up to four negotiators which by mutual agreement may be increased based on the complexity and/or number of issues to be negotiated. The parties will exchange the names of the bargaining team members for the specific issue(s) to be negotiated. This does not preclude the attendance of experts by mutual consent of the parties. Travel and per diem will be paid by the Department pursuant to the Federal Travel Regulations for bargaining team members. These members will be allowed official time to complete the bargaining obligation. An automated data base for existing and future memorandums of understanding will be established and maintained by the Department. This data base will be made accessible to both the national and local Union officials.

Section 3 - Intermediate

The President of the NVAC or designee will provide the names of the bargaining team members for the specific issue(s) to be negotiated when the Union delegates national bargaining to the intermediate level. Ground rules for intermediate bargaining shall be established by the parties at that level. The parties will make every effort to use bargaining team members from the geographic area of concern with travel and per diem for team members being paid by the Department.

Section 4 - Local

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. Upon request, the Union will be briefed on the proposed subject prior to the demand to bargain.

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. The Union representative shall receive official time for all time spent in negotiations as provided under 5 USC 7131(a).

D. Ground Rules for local bargaining shall be established by the parties at the local level.

ARTICLE 48 - OFFICIAL TIME

Section 1 - Purpose

A. Official time as a necessary part of collective bargaining and related activities is in the public interest. The parties recognize that good communications are vital to positive and constructive relationships between the Union and the Department. These communications should facilitate and encourage the amicable settlement of disputes between employees and the Department involving conditions of employment and should contribute to the effective and efficient conduct of public business. They further recognize that this consolidated unit is very large and complex and requires Union coordination of its representational activities at several levels.

B. As provided in 5 USC 7131, official time shall be granted as specified in law and in any additional amount the Department and the Union agree to be reasonable, necessary, and in the public interest. Official time shall be granted for activities as specified in law and in amounts specified by this Agreement or otherwise negotiated. Official time shall be used for:

1. Handling grievances and other complaints;

2. Handling other representational functions; or,

3. Engaging in appropriate lobbying functions.

Section 2 - Designated Union Officials/Representatives

A. Official time in the following amounts is authorized for each of these Union officials:

1. National VA Council President - 100%

2. Three National VA Council Executive Vice Presidents - 100%

3. National Treasurer - 50%

4. Fifteen District Representatives - 50%

5. Twelve Appointed National Representatives - 50%

6. Five Appointed National Safety and Health Representatives - 50%

These national Union representatives may designate a Union representative at their home station and transfer unused official time to that representative to perform the duties of the position for which official time is authorized.

B. When the Union assigns individual(s) who are not subject to a national or local 100% official time allocation to participate on a national task force or committee, the Department will afford such individual(s) official time for preparation, travel, and participation related to such assignment. VA Central Office (VACO) LMR will work with local facilities to obtain the time

as needed. This time will come from the bank of hours described below, if the employee is not otherwise on 100% official time. Should the bank of hours become unavailable, the Department will authorize the time to participate.

C. Two members of the VA Mid-Term Bargaining Committee and two members of the VBA Mid-Term Bargaining Committee will be on 100% official time. VACO LMR will work with local facilities to obtain the time as needed for three other members of each committee, who will be allowed official time while preparing for, traveling and participating in activities related to each mid-term bargaining issue.

D. The Union will provide the Department with a listing of the National Union Officers, District Representatives, National Representatives, and National Safety and Health Representatives so that each local facility may be informed. The Union will also provide a timely notice of any change in National Union representatives.

E. Travel and per diem is authorized for National Union Officers, District Representatives, National Representatives, and National Safety and Health Representatives in connection with the semiannual meetings described in Article 5 - Labor Management Committee. Travel and per diem is also authorized as provided elsewhere in this Agreement or where otherwise agreed to by the parties or where required by law, rule, or regulation.

F. When Union officials visit a facility other than where they are employed for the purpose of engaging in representational activities, they will notify the Department prior to their visit. 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.

G. In addition to the above official time, the Union shall have a bank of hours from which to draw in order to have subject matter experts, administrative support during negotiations, support for national grievances, labor-management collaboration support, special projects and Department initiatives, etc. The President of the NVAC shall assign the time in no less than one hour increments. There shall be a one-time 25,000 hours for the first calendar year in which this agreement is in effect. Any hours remaining at the end of that calendar year shall carry-over until depleted. Prior to the use of this official time, VACO LMR and the Union will develop a tracking accountability system for the bank of hours within 30 days after the effective date of this Master Agreement. VACO LMR and the NVAC President may arrange for additional hours to be added to the bank after the first contract year.

Section 3 - Accumulated Official Time

Official time authorized for National Union representatives may be used as needed; however, upon request, the Union representatives will be advanced official time from future time accrual for that leave year. Any time not used during any pay period will be accumulated for the remainder of the leave year. Any time that was not used as needed by the end of the leave year will not be carried over to the next leave year.

Section 4 - Additional Time Allotted

Time spent in connection with national bargaining and LMR Committee meetings shall not be charged against other official time allotted.

Section 5 - Travel to Other Locations

A. Once official time is authorized for a specific function that requires travel outside a Union representative's duty station, the representatives will be permitted to leave the facility to discharge their functions after notifying their respective supervisor of their destination, expected return date/time, and the category of representational activity involved. The categories are:

   1. Negotiation of term collective bargaining agreements;

   2. Negotiating changes to conditions of employment;

   3. Dispute resolution; and/or,

   4. General labor-management relations.

B. Where travel to another location within the jurisdiction of a local union is necessary for representational activities consistent with the provisions of this Agreement, and the transportation is otherwise being provided to the location for official business, the Union will be allowed access to the transportation on a space-available basis and also authorized official time for travel. Personal transportation expenses (POV, mileage, etc.) will be reimbursed to the extent permitted by Federal Travel Regulations.

Section 6 - Other Activities

A. For the following matters, union representatives will be on official time:

   1. All activities related to Labor-Management Committees (Forums);

   2. Quality Program;

   This official time will not be counted against any allocated official time as described in this agreement.

B. A union official who is designated as an employee's personal representative will be on duty time when preparing or presenting appeals to the MSPB and handling discrimination claims under EEOC procedures.

Section 7 - Performance Evaluation

The use of official time, in accordance with this Agreement, will not adversely affect an employee's performance evaluation.

Section 8 - Substitutions

The Union may substitute a retired VA employee for the designees at national LMR meetings or Department initiatives. The Department will provide travel and per diem, in advance, for that retired employee if they do not have a Department-issued credit card.

Section 9 - Allegations of Abuse

Alleged abuses of official time shall be brought to the attention of an appropriate Union official and to an appropriate Department official on a timely basis by supervisors and Department officials. The Department official will then discuss the matter with the Local or NVAC president as appropriate.

Section 10 - Local

A. Every local union will receive an allotment of hours equal to 4.25 hours per year for each bargaining unit position represented by that local union. Each VHA and VBA local union is entitled to a minimum of 50% official time. Each NCA local union is entitled to a minimum of 25% official time. Where a local represents employees at a CBOC, Consolidated Mail Out Pharmacy (CMOP), clinic, service center, or successor, at a duty station greater than 50 miles from the facility, that local union will be allotted 25% official time at that duty station.

B. There shall be no reduction in the official time allocation due to a merger. When mergers occur, the official time carried over from the local union's allocation shall not be less than the combined total of the local union's allocation prior to the merger.

C. For local unions already above the minimum amount of official time described above, existing local agreements and past practices regarding official time on the effective date of this Master Agreement shall continue in full force and effect.

    1. Local unions that are above the 4.25 will not be able to receive an increase in official time until the number of bargaining unit employees has increased to the level where they are entitled to have an allocation equal to the 4.25 per bargaining unit employee

    2. Local unions that are below the 4.25 minimum shall receive their increase in official time allocation no later than 60 days after this Agreement is effective. The allocation shall be based on the number of bargaining unit employees represented by the local union on the date this Agreement is effective.

    3. The calculation period to determine the number of bargaining unit members represented by a local union is every six months after this Agreement is in effect.

D. The minimum amounts of official time described in Paragraph A in this Section are not intended to limit the amount of official time that can be negotiated by the parties locally.

E. Where arrangements for transfers of official time among Union representatives are not in effect, they can be negotiated locally.

ARTICLE 49 - RIGHTS AND RESPONSIBILITIES

Section 1- Introduction

The Parties recognize that a new relationship between the Union and the Department as full partners is essential for reforming the Department into an organization that works more efficiently and effectively and better serves customer needs, employees, Union representatives, and the Department.

Section 2 - Rights and Responsibilities of the Parties

A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71 and this Agreement, and the maintenance of a cooperative labor-management working relationship.

B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.

C. The Department supports and will follow statutory and contractual prohibitions against restraint, coercion, discrimination, or interference with any Union representative or employee in the exercise of their rights.

Section 3 - Union Representation

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. The Union will also be allowed to be present and represent a unit employee at any examination by a representative of the Department in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action/ major adverse action against the employee and the employee requests representation.

Section 4 - Notification of Changes in Conditions of Employment

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. The Department will work with the Union to identify and provide specific training and equipment to address concerns related to the use of technology, to include the sending and receiving of electronic communications.

B. The Department will provide the Union specific training and equipment to address concerns related to the sending and receiving of electronic communications. This will include the following:

1. Use of technology;

2. The sending and receiving of encrypted and unencrypted electronic communications;

3. Validating date send receipt;

4. E-signature date;

5. Read receipt; and,

6. Setting up printer capability(ies).

The parties agree that they will not utilize technological features that allow messages to expire.

C. For the purposes of this section, the following definitions will apply:

   1. Electronic Record means a record created, generated, sent, communicated, received, or stored by electronic means.

   2. Electronic Signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed by a designated person with the intent to sign the record upon receipt.

D. The electronic record will be able to be retained, printed, accurately reflect the date, time and information set forth in the record when it was first generated, and must remain accessible for later reference for compliance with this Agreement.

E. Each Union official/representative and current local union President or a local union President upon assuming office may designate Union representatives to receive face-to-face training. Designated Union representatives may request and receive additional training. U.S. Mail or personal service shall be the method used by the parties as the form of communication until the training has been successfully completed.

F. For the purposes of this section, signature or e-signature is considered the time frame for receipt by either party.

Section 5 - Information

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.

Section 6 - Notification of Union Officials

The Union will annually provide the Department at each facility with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the Union office and representatives as well as changes as they occur. The Department agrees to disseminate the list to all bargaining unit employees within 30 days after its receipt. The

Department agrees to provide all new hires with a copy of the list when they enter on duty.

Section 7 - Union-Employee Communication

The Department will not alter or censor the content of any direct communications between the Union and employees. However, Department facilities may not be used for posting or distribution of libelous or defamatory material directed at Department or Union officials or programs.

Section 8 - Surveys and Questionnaires

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. This includes all questionnaires and surveys from all other agencies. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the 5 USC Chapter 71.

B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Department, the results will be shared with the Union.

Section 9 - New Employee Orientation

The parties are encouraged to make a joint presentation to new employees to orient them about the Department and the Union. If the Union desires to make a presentation on its own, the Union will be afforded the opportunity to make a 30 minute presentation during each orientation session for new employees. The Union will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure. The Department will provide the Union with notice of the date, time, and place of the orientation. The scheduled starting time of the Union presentation will be a subject for local negotiations. The Union official making the presentation will be allowed official time to make the presentation. This official time will not be counted against any allocated official time as described in this agreement. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

Section 10 - Voluntary Programs

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. When requested, appropriate bargaining will be held. The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be on a voluntary basis. This does not preclude publicizing such projects and encouraging employees to contribute.

Section 11 - Exit

A. The local union will be on the clearance check list in use at each facility for bargaining unit employees who are leaving employment at the facility.

B. All information from exit interviews shall be provided to the Union. This information will be provided on a quarterly basis nationally, and if aggregated on a local level (that is, ten or more employees' data is collected), the local union is also entitled to this specific information.

C. The Union will be provided a copy of Gains and Losses (G and L) for each pay period for bargaining unit employees.

ARTICLE 50 - SURVEILLANCE

A. The parties recognize that surveillance is conducted for safety and internal security reasons.

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:

   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.

C. The local union is not precluded from any further negotiations on the impact and implementation of covert or hidden electronic camera surveillances.

ARTICLE 51 - USE OF OFFICIAL FACILITIES

Section 1 - Union Office Space

A. The Department recognizes the importance and value of the Union's mission and purpose. Accordingly, the Department agrees to furnish office space to the Union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees and private citizens and of size, furnishings, and decor commensurate with other administrative offices within the facility. Office space shall be sufficiently private to ensure confidentiality to the maximum extent possible. The office(s) shall be of sufficient size for necessary storage of confidential materials.

B. Each office shall be equipped with adequate telecommunication lines for most advanced telecommunications technology used by the Department, fax, and computer capabilities equal to those used in the top-level administrative offices in the facility. The Department shall authorize and thereafter install or permit the installation of private data lines (high speed internet) and private phone lines.

C. The Department shall provide to National Union Officers, District Representatives, National Representatives, National Safety and Health Representatives, and other Union representatives, separate space, equipment, etc., as provided in this article.

Section 2 - Meeting Space

The Department will, on an as-needed basis, provide conference rooms as available for discussions between employees and Union officials. The Department will also provide suitable space for regular Union meetings. The Union agrees to exercise reasonable care in use of such space.

Section 3 - Telephone

The Department will make internal telephones and government long distance service available to the Union for handling representational duties and conducting labor-management relations. The Union will use government long distance service in a reasonable, prudent, and cost-conscious manner. Telephones provided to the Union shall have voice mail and speaker phone capabilities for representational and labor-management activities. In no instance will government long distance service be used for internal Union business.

Section 4 - Equipment and Technology

A. The Department will provide to each Union office the following:

1. Fax machine;

2. Personal computer with standard software, programs, and capabilities compatible with the Department's technology (examples of capabilities to be included are the ability to write to storage media, to host net meetings, and to run programs on storage media that contain audio and video files);

3. Color printer;

4. Remote access to the local area network (LAN);

5. Remote access to the Department intranet;

6. Access to e-mail, internet, intranet, and Departmental administrative functions (such as mail distribution lists, employee time and leave menu, etc.) in the Union office;

7. Photocopier equal to administrative office level in the Union office and access to high-volume production equipment in the facility;

8. Additional equipment may be negotiated locally;

9. Additional equipment can be provided consistent with VA Handbook 6500 and current MOU.

B. It is understood that technology is being provided with an expectation that increased efficiencies will be realized for both the Department and the Union. It is expected that the Union will utilize such equipment and technology to communicate with and receive notices from the Department as provided elsewhere in this Agreement. The above list of equipment is not intended to be all-inclusive. As new technology becomes available, equipment/software/programs used by administrative office level officials shall be made available to the Union in a time frame consistent with availability with other administrative offices. Within 90 days after receipt of technology or equipment, the Department will work with the Union to identify and provide specific training to address concerns related to the use of technology to include security, reliability, and appropriateness of use. Nothing herein is intended to impact or change the provisions of any other article in this Agreement.

C. Maintenance, shuttle service (where available), and other customary and routine services and equipment, such as the telephone conferencing (currently Veterans Affairs National Telecommunications System (VANTS)) shall be provided to the Union office. Video conferencing/Live Meeting or successor systems shall be provided to the NVAC President's Office. The Department will make the public address system available to the Union for appropriate use.

D. The Department agrees to provide, if requested, a link to the AFGE National Office, Union, and local union websites on the LMR pages of both the Department's intranet and the internet sites.

Section 5 - Bulletin Boards

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.

Section 6 - Interoffice Mail System

The local and its representatives may use the interoffice mail system for regular representational communications (e.g., grievances, correspondence or memos to the Department).

Section 7 - Metered Mail

Consistent with postal regulations, the Union shall have use of Department metered mail limited to representational matters. Mass mailings are inappropriate under this Section. Mass mailings by the Union on representational matters to the local unions and other Union national representatives is appropriate.

Section 8 - Membership Drives

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. At a minimum, the Union will be given the use of facilities at least equal to that provided to other organizations/vendors or Department sponsored functions. The Department agrees that the Union may access employee meal or break areas during membership drives.

Section 9 - Personnel Regulations and Policies

A. The Department shall timely furnish the NVAC President and each local union a bound copy of 5 USC, 38 USC, 5 CFR, and 38 CFR, and access to or copies of Department Directives, Circulars, Handbooks, and equivalent successor documents. These publications shall be updated when such changes are reissued. Local Presidents will be advised of the Uniform Resource Locator (URL) to obtain the same information annually and when the URLs change.

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.

C. The Union and each local union shall be provided access to or copies of, at no charge, Department personnel manuals, including classification standards.

Section 10 - Transportation

A. Where travel to another location within the jurisdiction of a local union is necessary for representational activities consistent with the provisions of this Agreement, the local union will be provided transportation on a space-available basis.

B. When a Union representative uses a POV because of the unavailability of a government owned vehicle, travel reimbursement will be pursuant to travel regulations if the activity is pre-approved.

C. Associated per diem and other matters concerning transportation are appropriate subjects for local bargaining.

Section 11 - Literature

A. The Department will provide space for the purpose of distributing Union material. The space will be in prominent locations as agreed upon locally.

B. The distribution of literature will be permitted provided it is done during non-duty hours of the distributor and does not interfere with the mission of the Department.

Section 12 - Access to Agreement

A. The Department will provide to each employee on duty as of the date of this Agreement and to all unit employees entering on duty after that date at no cost, booklet copies of this Agreement, printed in type that can be read easily.

B. The Department will initially provide the Council with 250 additional copies and each local with 20 additional copies of the Agreement.

C. The Department will provide, at no cost to the Union, copies of supplemental agreement(s) sufficient to distribute to each employee in the unit covered by the supplemental agreement(s).

D. The parties will survey the need to translate the Agreement into other languages and take appropriate action.

E. The contract will be made available to employees on disc, compatible with the Department's computer system.

F. The Department will provide sufficient advance copies of this Agreement for ratification purposes.

G. This Agreement will be made available online on VACO LMR website.

ARTICLE 52 - TITLE 38 ADVANCEMENT

A. Compensation for all advancements will be made within two pay periods from the effective date of the advancement.

B. Notice of decisions on advancement shall be communicated in writing within 10 workdays of the action taken.

C. Supervisors shall monitor and review performance in order to determine progress or problems and to provide employees with information concerning performance. Discussions about performance will be held as often as needed, as determined by the employee and the supervisor.

ARTICLE 53 - CLINICAL RESEARCH

A. The parties recognize the benefits of participation in clinical research projects.

B. The Union will be notified prior to implementation of any clinical research that impacts working conditions of bargaining unit employees.

C. Participation in research projects will be voluntary, consistent with staff rights/policy and the Department's right to assign work. Employees will receive training and written instructions regarding the intent and requirements of the research project prior to implementation.

D. Staff involved in clinical research may be recognized for their participation/contribution to the project by the annual performance evaluation and other means; for example, monetary awards, acknowledgment in papers.

ARTICLE 54 - TITLE 38 NURSE PAY/SURVEY

Section 1 - Nurse Pay Survey

A. The Union will have a mutually agreed upon representative on each Title 38 nurse pay survey team.

B. The selection of the discretionary facilities to be surveyed will be a subject for partnership.

C. In accordance with 38 USC 7451 and Department regulations, Title 38 nurse pay surveys shall be limited to the labor market area or other areas as authorized by regulations.

D. Surveys shall be done consistent with the provisions of 38 USC 7451 and Department regulations.

E. In gathering data in accordance with 38 USC 7451, and wherever feasible, survey data for Title 38 nurse pay surveys shall be collected based on on-site visits.

Section 2 - Adjustments to Pay

A. In accordance with 38 USC 7451 and Department regulations, any adjustments in Title 38 nurse pay shall be examined on an annual basis whenever adjustments are made in General Schedule pay.

B. Whenever an adjustment in Title 38 nurse pay is delayed due to administrative error, a nurse shall be retroactively compensated for any lost salary.

Section 3 - Premium Pay

A. Evening - In accordance with 38 USC 7453(b), a nurse performing service, any part of which is within the period beginning at 6 pm and ending at 6 am, shall receive additional pay for each hour of service at a rate equal to 10 percent of the nurse's hourly rate of basic pay if at least four hours fall between 6 pm and 6 am. When less than four hours fall between 6 pm and 6 am, the nurse shall be paid the differential for each hour of service performed between those hours.

B. Weekend - In accordance with 38 USC 7453(c), a nurse performing service, any part of which is within the period commencing at midnight Friday and ending at midnight Sunday, shall receive additional pay for each hour of service at a rate equal to 25 percent of such nurse's hourly rate of basic pay.

C. Federal Holiday - In accordance with 38 USC 7453(d), a nurse performing service on a holiday designated by Federal statute or Executive Order shall receive for each hour of such service the nurse's hourly rate of basic pay, plus additional pay at a rate equal to such hourly rate of basic pay, for that holiday service, including overtime service. Any service required to be performed by a nurse on such a designated holiday shall be deemed to be a minimum of two hours in duration.

D. Overtime - In accordance with 38 USC 7453(e)(I), a nurse performing officially ordered or approved hours in excess of 40 hours in an administrative work week, or in excess of 8 hours in a day, shall receive overtime pay for each hour of such additional service. The overtime rates shall be one and one-half times such nurse's hourly rate of basic pay. For further clarification, see Article 20 - Hours of Work and Overtime (Alternative Work Schedules).

E. Compensatory Time - In accordance with 38 USC 7453(e)(3), compensatory time off in lieu of pay for service performed under the overtime provisions of Title 38 shall not be permitted unless voluntarily requested in writing by the nurse in question.

F. On-Call Duty - In accordance with 38 USC 7453(h), a nurse who is officially scheduled to be on call outside such nurse's regular hours or on a holiday designated by Federal statute or Executive Order shall be paid for each hour of such on-call duty, except for such time as such nurse may be called back to work, at a rate equal to 10 percent of the hourly rate for overtime service (i.e., 15 percent of the hourly rate of basic pay).

ARTICLE 55 - VHA PHYSICIAN AND DENTIST PAY

Section 1 - General

A. Compensation is excluded from negotiation under 38 USC 7422. Physician and dentist pay in the VHA is governed by Title 38 of the United States Code and VA Handbook 5007, Part IX. The Handbook is available by accessing the following link on the VA intranet and clicking on Directives and Handbooks: http://vaww1.va.gov/ohrm/HRLibrary/HRLibrary.htm

B. The following language in Sections 2 through 3 is purely for informational purposes and is not itself subject to collective bargaining or grievable under the negotiated grievance procedure. The Secretary's pay policies will control this matter.

Section 2 - Definitions:

For informational purposes the Department provides the following references for definitions related to physician pay. It should be noted that the entirety of the definitions are found in VA Handbook 5007 Part IX:

A. Aggregate Pay:
The sum of all payments made to a physician or dentist in a calendar year exclusive of lump sum annual leave, reimbursement of travel, backpay, and severance. Physicians and dentists appointed under 38 USC 7305, 7306, 7401(1), and 7405(a)(l)(A) may not be paid aggregate compensation in a calendar year higher than the annual pay (excluding expenses) received by the President of the United States.

B. Annual pay:
The sum of base pay rate and market pay. Annual pay is basic pay only for purposes of computing:

1. Civil service retirement benefits;
2. Lump sum annual leave payments;
3. Life insurance;
4. Thrift savings plan;
5. Work injury compensation claims;
6. Severance pay;
7. Recruitment;
8. Relocation;
9. Retention incentives;
10. Continuation of pay; and,

11. Advances in pay.

C. Base and Longevity Pay:
A table consisting of 15 rates designated as steps 1 though 15. Physicians and dentists advance on the table at the rate of one step for every two years of VHA service.

D. Basic Pay:
The rate of pay fixed by law or administrative action for the position held by an employee before any deductions and exclusions of additional pay of any kind (e.g., market pay, performance pay, recruitment incentive etc.) as prescribed under 38 USC 7431. However, annual pay is basic pay only for purposes of computing:

1. Civil service retirement benefits;
2. Lump sum annual leave payments;
3. Life insurance;
4. Thrift savings plan;
5. Work injury compensation claims;
6. Severance pay;
7. Recruitment;
8. Relocation;
9. Retention incentives;
10. Continuation of pay; and,
11. Advances in pay.

E. Longevity Step Increase:
Advancement to the next higher step of the grade based upon completing the required waiting period of two years (104 weeks) of creditable service,

F. Market Pay
A component of basic pay intended to reflect the recommitment and retention needs for the specialty, or assignment of a particular VHA physician or dentist.

G. Performance Pay
A component of compensation paid to recognize the achievement of specific goals and performance objectives prescribed on a fiscal year basis by an appropriate management official. Performance pay is paid as a lump sum.

H. Tier:
A level within the annual pay range for an assignment or specialty.

Section 3 - Pay Components

A. Base Pay:
The Longevity pay schedule contains 15 rates of base pay, designated as steps 1 through 15. The rates of pay that correspond to each step are published annually on the Labor-Management Relations web site. The location is http://www1.va.gov/lmr/ . The base pay rate payable to a physician or dentist is determined by the number of total years of service the physician or dentist has worked in VHA as reflected by his/her VA service date. At the same time as rates of basic pay are increased for a year under 5 USC 5303, the Secretary shall increase the amount of base pay payable under this subsection for that year by a percentage equal to the percentage by which rates of basic pay are increased under such section for that year. Longevity step increases (LSI) will be granted to physicians and dentists that are receiving less than the maximum step (Step 15). If such an increase would cause the employee's annual pay (sum of base and market pay) to exceed the amount of annual pay (excluding expenses) received by the President of the United States as specified in 3 U.S.C. 102, the employee will only receive the portion of the increase that does not exceed the annual limitation.

B. Effective Date:
Longevity step increases are effective on the first day of the first pay period following completion of the required waiting period. When a step increase is delayed beyond its proper effective date solely through an administrative error or oversight, the step increase shall be made retroactively effective as of the date it was properly due.

C. Market Pay:
Each VHA physician and dentist is eligible for market pay. Market pay is intended to reflect the recruitment and retention needs for the specialty or assignment of a particular physician or dentist at a Department facility.

D. At least once every two years, the Secretary prescribes nationwide minimum and maximum amounts of annual pay (base pay and market pay). These amounts are published in the Federal Register for not less than 60 days prior to the effective date. In determining pay ranges at least two or more national surveys of pay for physicians and dentists are consulted. National surveys consulted include data that describes overall physician and dentist income by specialization or assignment and benefits in broad geographic scope. Annual pay ranges approved by the Secretary are available on the Office of Human Resources Management (OHRM) web site, http://vaww1.va.gov/ohrm/Classification/Classification.htm

E. For informational purposes, when the Department increases the nationwide minimum and/or maximum amounts of annual pay under this paragraph, physicians and dentists are not automatically entitled to a corresponding increase in their individual annual pay rates. Only physicians and dentists whose existing rate of annual pay falls below the newly prescribed nationwide minimum for their designated pay range will automatically receive an increase in market pay to make their annual pay rate equivalent to the new nationwide minimum.

F. There may be up to four tiers of annual pay for each specialty or assignment for which a separate range of pay has been approved. Each tier reflects different professional responsibilities, professional achievements, or administrative duties. The two tier definitions, that are typically designed for bargaining unit positions for the annual pay ranges established for individual clinical specialty schedules are as follows:

1. Tier 1 Staff

2. Tier 2 Service chiefs, section chiefs and other supervisors or program managers.

G. Compensation Panels recommend the appropriate pay table, tier level and market pay amount for individual physicians and dentists. The Compensation Panel(s) are also responsible for evaluating the market pay and tier of each physician and dentist under its jurisdiction at least once every 24 months and at such other times deemed necessary by the appropriate Department official. A change in duty basis (i.e., to/from full-time, part-time, or intermittent) will also require a re-evaluation of the market pay and tier by the Compensation Panel. Additionally, if it is anticipated that a change in assignment may result in a market pay or tier change, the Compensation Panel must be consulted.

H. The Compensation Panel recommendations are taken into consideration by the appropriate approving official. The approving official determines the amount of market pay to be paid a physician or dentist after consideration of the range and tier recommended by the Panel. The approving official's decision is final.

I. The Compensation Panel will recommend the following to the approving official in regard to the pay for individual physicians or dentists:

1. The appropriate specialty or assignment pay schedule;

2. The appropriate tier for the physician or dentist using the tier definitions;

3. A rate or an appropriate range of market pay for a physician or dentist, considering the nationwide minimum and maximum amounts of annual pay prescribed by the Secretary for the specialty or assignment.

J. Compensation Panels:

1. Composition of Panels - Each panel is comprised of at least three physicians one of whom is designated as chairperson. Compensation Dentists Panels are comprised of two dentists. Panel members must be in a tier equal to or higher than the tier for which the physician or dentist is being considered.

a. Pursuant to 38 USC 7431(c)(4)(B)(iii):

"The Secretary should, to the extent practicable, ensure that a panel or board consulted under this subparagraph includes physicians or dentists (as applicable) who are practicing clinicians and who do not hold management positions in the medical facility of the Department at which the physician or dentist subject to the consultation is employed."

b. When the Network Director or Facility Director solicits physicians to serve on the Compensation Panel, the Director should also include written notice for recommendations from the local union or VISN labor-management forums.

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.

d. If the Facility or Network Director denies a physician eligibility to be a member based on the physician being a union representative, he/she should do so in writing. The notice shall include the rationale.

2. At least once every 24 months, the market pay of each physician and dentist is reviewed by the appropriate Compensation Panel in accordance with the criteria noted in VHA Handbook 5007 and Title 38 such as:

    a. Experience in assignment or specialty;

    b. The need for the specialty;

    c. Health care labor market for the specialty;

    d. Board certifications;

    e. Accomplishments; etc.

3. Each physician and dentist will be provided a written notice of the results of the review, even if the review does not result in a pay adjustment. The VA Compensation Panel form VA 10-0432A will serve as the written notice.

K. Reconsideration:

1. If a physician or dentist believes that his/her tier determination is improper based on the nature of his/her assignment, the employee may submit a request for reconsideration to the official that approved the tier recommendation. The market pay amount authorized by the approving official is a final decision. However, employees may request reconsideration of a tier determination.

2. The request for reconsideration must be submitted in writing within 30 days of the end of the pay period in which the notice was received. The request must cite why the employee believes that his/her tier determination is inappropriate. If the request is referred to a Compensation Panel, the approving official will consider and record his/her decision and copy the employee. If the approving official determines that review by the Compensation Panel is not necessary, the employee will be notified of the decision in writing.

L. Changes in Assignment:

1. Same facility or to a different facility:
If an assignment is involuntary, the Department may offer retention of market pay if a reduction would be against equity and good conscience or against the public interest.

2. Temporary Assignments and Details:
Pursuant to VHA Handbook 5007, individuals temporarily assigned to a position with a different pay range or tier may receive a market pay adjustment after serving in the assignment for 90 days or more. Temporary assignments and details that result in a change in market pay must be documented and may not result in a reduction of an individual's existing market pay rate. Upon termination of a temporary assignment or

detail, an individual's market pay is returned to the amount payable prior to the temporary assignment or detail.

M. Change in duty status:
When a physician converts from part-time to full-time, or from full-time to part-time he/she will retain his/her step on the base and longevity pay scale. However, the market pay and tier are re-evaluated by the Compensation Panel. The employee who contemplates such voluntary decision shall have the right to have a written advisory opinion from the Compensation Panel of the possibility of such market reduction, prior to making this personnel decision.

N. Notice requirements:
Physicians and dentists must be notified in writing when an involuntary assignment in connection with a disciplinary action will result in a reduction in market pay. The notice must be provided at least 30 days in advance of the effective date of the reduction, and include the amount of the reduction, and any appropriate appeal rights with regard to the new assignment. The local union will be notified of any involuntary assignments as related to reduction of market pay and local union representation.

O. Performance Pay:
Physicians and dentists must be advised of the specific goals and objectives that will be measured in determining their eligibility for performance pay and the maximum monetary value associated with those goals and objectives. These goals and objectives and the maximum amount of performance pay available in connection with achieving the specified goals and objectives should be communicated by an appropriate Department official to the individual physician or dentist within 90 days of the beginning of the fiscal year. For the fiscal year that starts on October 1st, this date is July 3rd. Physicians and Dentists hired after July 1st are not eligible for performance pay per the Department's regulations. The amount is determined solely at the discretion of the approving official based on the achievement of the specified goals and objectives and is paid annually as a lump sum. Performance goals and objectives are generally developed locally and will differ from performance standards used for the Executive Career Field or proficiency rating systems.

P. As related to their representational duties, required under 38 USC 7433(a), the local union, upon request, will be forwarded copies of sanitized versions of performance pay goals and objectives and associated pay amounts. For informational purposes, performance pay for a physician is not construed as "award" monies designated under Article 16 - Employee Awards and Recognition.

Q. Title 38 employees covered by this chapter are entitled to back pay under this chapter if an appropriate authority finds that an unjustified or unwarranted personnel action resulted in the withdrawal, reduction or denial of all or a part of pay, allowances or differentials otherwise due the employee. This includes, among other things, basic pay for physicians and dentists. Basic pay includes the market pay component, additional pay, premium pay, leave, cost-of-living allowances, and post differentials. The appropriate authority is typically the official having authority to approve the applicable personnel action. Network Directors and VHA equivalents may authorize backpay for employees occupying non-centralized positions in their organizations.

Section 4 - Labor Input into Biennial Review of Pay Ranges

In accordance with 38 USC 7431(e)(1)(A), the Secretary must prescribe minimum and maximum amounts of annual pay for VHA physicians and dentists not less than every two years. 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. VHA will then facilitate a meeting with three designated representatives to solicit timely comments and input regarding the physician and dentist pay system.

Section 5 - Availability of Data Regarding VHA Physician and Dentist Average Salaries

Any data concerning bargaining unit physicians and dentists obtained by VHA for general distribution or posted on websites will also be made available to the Union upon request.

ARTICLE 56 - TITLE 38 HYBRIDS

Section 1 - General

The authority to promote and advance Title 38 Hybrid employees is subject to 38 USC 7403 and VA Handbook 5005.

Section 2 - Promotion and Reconsideration

A. The promotion eligibility and subsequent reconsideration process for hybrid personnel appointed under 38 USC 7401(3) and 38 USC 7405(a)(1)(B) are made under the Department's promotion and reconsideration process under VHA Handbook 5005 Part III, Chapter 4 and the provisions of 38 USC 7403. The Department's promotion and reconsideration process may be found at http://vaww1.va.gov/ohrm/HRLibrary/Dir-Policy.htm . Changes to this policy will be accomplished through collaboration pursuant to 38 USC 7403.

B. Promotion actions will be taken without regard to race, color, religion, sex, national origin, disability, age, sexual orientation, labor affiliation or non-affiliation, status as a parent, or any other non-merit factor, and shall be based solely on job-related criteria.

C. Qualification standards for individuals appointed under 38 USC 7401(3) are based primarily on the rank-in-person concept, where the combination of individuals' accomplishments, performance and qualifications determine their grade level. For positions above the full-performance level (journey level), the complexity of the assignment and scope of responsibility are also considered in establishing grade levels and must be completed 25% of the time or to the extent required within the standard.

D. The Department will issue copies of their respective occupation qualification standards to hybrid employees at the time of initial appointment and at the time of a newly published standard. The local union will receive written copies of:

   1. A current and/or revised published copy of a qualification standard;

   2. The Professional Standards Board organizational location; and,

   3. Copies of the Department's full performance level for all respective hybrid occupations.

   Sections 3, 4, 5, and 6 below are portions of VA Handbook 5005 and are provided for informational purposes.

Section 3 - Promotion Eligibility At and Below the Full Performance Level

A. For occupations covered by these guidelines, the full performance (journey) level may vary depending on the complexities of the assignment or the competencies possessed by the individual and are not dependent on the entry level grade of the occupation. In this rank-in-person system, the promotion potential of positions may not be limited to grades below the full performance level as identified in the qualification standard. This is also called the

journey level. All individuals who perform successfully and acquire the required competencies may progress without competition to the full performance level.

B. The employee shall be notified of the eligibility and be given 30 days to submit to his/her supervisor a self-assessment of his/her qualifications for promotion consideration. Employees may also notify their supervisor in writing that they are declining to submit a self-assessment during this 30 day period.

C. Upon receipt of the employee's self-assessment, the supervisor will make a recommendation on promotion that is to be acted upon by the approving official within 30 days of the self-assessment being received. Promotions will become effective on the first day of the first full pay period following approval by the second level supervisor. In no case will the promotion be effected later than the first day of the first full pay period commencing 60 days after the employee's anniversary date. Employees who have not demonstrated such capability will be informed in writing by the supervisor that they are not being recommended for promotion. The written notice will state the reason(s) why the employee does not meet the criteria for promotion.

D. If an employee will not be recommended to the Board for promotion, the employee will be advised in writing which of the following aspects of the specific occupation's qualification standards are not met:

   1. Year(s) of specialized experience at the lower grade;

   2. As noted in the specific occupation's qualification standard, if applicable, the level of licensure, certification, and/or professional distinction recognized by the occupation's professional body.

   In addition, the employee will be given a written explanation that details why the employee is not considered to meet a criterion, and if appropriate, how the employee can improve his or her likelihood of meeting it in the future.

E. It is understood the employee must also be performing at or above the fully satisfactory level, consistent with Article 27 - Performance Appraisal.

Section 4 - Promotion Eligibility Above the Full Performance Level

A. Employees who are eligible for promotion consideration to a grade that requires a combination of personal qualifications and assignment characteristics are to be considered for promotion to such grades on the first anniversary date of their last promotion, provided they meet the administrative requirements. In addition, employees who are selected for assignments that warrant consideration for a higher grade based on complexity will be considered for promotion on a date other than the anniversary date of last promotion. The employee's anniversary date is the date of appointment or date of last promotion. If an employee is unable to access their anniversary date by their respective service screen, it will be provided to the employee in writing by the Department.

B. If an employee will not be recommended to the Board for promotion, the employee will be advised in writing which of the following aspects of the specific occupation's qualification standards are not met:

1. Year(s) of specialized experience at the lower grade;

2. Delineation of duties;

3. As noted in the specific occupation's qualification standard, if applicable, the required level of licensure, certification, and/or professional distinction recognized by the occupation's professional body; or

4. Performance of grade controlling duties at least 25% of the time.

In addition, the employee will be given a written explanation that details why the employee is not considered to meet a criterion, and if appropriate, how the employee can improve his/her likelihood of meeting it in the future.

C. It is understood the employee must also be performing at or above the fully satisfactory level, consistent with Article 27 - Performance Appraisal.

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.

E. When a revised qualification standard is implemented that gives a facility discretion to fill or not fill a position(s) under position management, it shall be done under the requirement to keep functional statements accurate and in accordance with Article 23 - Merit Promotion in which all employees in the facility who are qualified for the position(s) will have equal consideration for promotion. Furthermore, Union notification should occur under Article 49 - Rights and Responsibilities when:

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.

Section 5 - Reconsideration process

A. Notice of Decision - Employees are to be advised by their supervisors in writing of any decision not to promote them, of the reason(s) for the decision, of their right to request reconsideration, and that reconsideration must be preceded by an informal discussion with their supervisor.

B. Reconsideration to Grades at or Below the Full Performance Level:

1. If promotion to a grade at or below the full performance level is involved, the employee may, within 30 days of being notified of the decision, submit a written request through the immediate supervisor to the second level supervisor. The employee's written request for reconsideration must indicate when the informal discussion was held with the immediate supervisor and cite the specific reason(s) why the employee believes the decision was not proper. The approving official or designee may extend the 30 day

period at the written request of the employee if the employee is unable to submit the information for reasons beyond the employee's control.

2. Second level supervisors are to review the employee's request within 30 days and determine whether to promote the employee. If a second level supervisor determines that a promotion is not warranted, the supervisor will provide the reasons for this decision to the employee in writing.

3. If the employee is not satisfied with the explanation of the determination to not promote, the employee can request within 30 days to have the determination reviewed by the next higher level board. The employee's request for reconsideration and the supervisor's explanation will be forwarded to the higher level board within 30 days.

4. The higher level board will make a recommendation within 30 days to the appropriate approving official, who will make a final decision within 30 days.

5. If the promotion is approved, the employee is to be promoted on the first day of the first pay period following a decision by the approving official. In no case will the promotion be effected later than the first day of the first full pay period commencing 180 days after the employee submits a written request for reconsideration, unless the employee requested an extension to the 30 day period to submit a written request for reconsideration. In such cases, the number of additional days taken by the employee to submit a request will be added to the 180 day time limit. If the promotion is denied, the employee will be provided with a copy of the board action.

Section 6 - Reconsideration for Promotions to Grades Above The Full Performance Level

A. An employee may submit a written request for reconsideration through the supervisor to the next higher level Professional Standards Board for review within 30 calendar days of the non- promotion decision. The approving official or designee may extend the 30 day period at the written request of the employee if the employee is unable to submit the information for reasons beyond the employee's control. The employee's written request for reconsideration must indicate when the informal discussion was held with the immediate supervisor and cite the specific reason(s) why the employee believes the decision was not proper. Supervisors are to review and comment on the employee's request in writing, and provide copies of those comments to the employee within 30 days.

B. The appropriate Professional Standards Board will review the information submitted by the employee, along with the supervisor's comments, and make a recommendation to the approving official within 30 days. Its recommendation may be extended up to the number of days it took the employee to provide the Board with the appropriate information. Upon completing its review, the Professional Standards Board is to forward its recommendation to the approving official for action.

C. Upon review of the reconsideration file, the approving official shall request any additional information needed to make a decision. This includes, but is not limited to, meeting with representatives of the Professional Standards Board, the employee, and/or the employee's supervisor prior to making a decision under paragraph 1 or 2 below. The approving official shall then take one of the following actions within 30 days:

1. Approve the employee's promotion. Promotions will be made effective on the first day of the first full pay period following approval. In no case will the promotion be effected later than the first day of the first full pay period commencing 120 days after the employee submits a written request for reconsideration, unless the employee requested an extension of the 30 day period to submit a written request for reconsideration. In such cases the number of additional days taken by the employee to submit a request will be added to the 120 day time limit.

2. Disapprove the promotion and notify the employee of the decision and the reasons for it, in writing.

Section 7 - Effective Date

The promotion will be made effective by the Human Resources Management Officer on the first day of the pay period following the date of approval of the promotion by the approving official, but in no case earlier than the date on which all administrative requirements are met. A promotion may also be made effective at a future date set by the approving authority that does not violate law or negotiated agreement when doing so would benefit the employee. Promotion recommendations and actions that are administratively delayed beyond the time limits specified in paragraphs above will be made retroactively.

Section 8 - Professional Standards Boards

A. The employees selected for the initial Board will serve either a 1 year, 2 year, or 3 year term. At the end of each of these initial terms, all new members will be selected to serve a 2 year term. Thus, members will rotate off the Board on a staggered basis and there will always be at least one member remaining on the Board from the previous year. Any revisions to this procedure will be accomplished through collaboration.

B. Professional Standards Board organizational location(s) (local, regional and national), Board composition, and member training requirements are found in VA Handbook 5005 Part II Chapter 3.

Section 9 - Vacancy Announcements

A. For the purposes of this Agreement, grades below the full performance level are the Department established career ladders and pathways. Announcements for vacancies at the full performance level and below must span all grade levels in the qualification standards from the full performance level to the entry level. The application of competitive procedures is made for vacancies above the full performance level and must meet Article 23 - Merit Promotion, Section 8 vacancy announcement information and posting requirements. Additionally, the provisions of Article 23 - Merit Promotion, Sections 13, 15 and 16 apply to this article. Vacancy announcements and the auditing of promotion packages for Title 38 Hybrids shall be controlled by Article 23 - Merit Promotion.

B. Vacancy announcement(s) will not be posted until the Department assures that they are appropriately authorized, properly described, and that the PD/functional statement reflects the appropriate assignment and qualification for grade. Details, reassignments and temporary promotions of an employee performing grade controlling duties above the full performance level (at least 25% of his/her time) shall be done in accordance with Article 12 - Details and Temporary Promotions and Article 13 - Reassignment, Shift Changes and

Relocations and the requirements of the Departments procedures for hybrid employees. All employees' who are qualified shall have equal access to training opportunities for grade controlling work above the full performance level. Title 38 Hybrid temporary promotions in excess of 60 calendar days shall be made using competitive procedures.

Section 10 - Eligibility for Temporary Promotion, Detail, and Reassignment

Consistent with Article 12 - Details and Temporary Promotions and Article 13 - Reassignment, Shift Changes and Relocations, if an employee believes he/she is performing work that warrants a promotion, the employee will provide as much information as he/she is able to provide concerning his/her position or individual qualifications, to include, but not limited to, the changed duties as compared to the employee's qualification standards as the employee understands them, and time spent in the assignment-driven work above the full performance level, when the request for boarding is made. If the Department determines an employee is not qualified or eligible for a detail, a reassignment, or recommendation to the Professional Standards Board for consideration of temporary promotion, the Department will inform the employee of the reason in writing, upon request. The reason will include how the work does not match the qualification standard and performance standards of the employee's higher graded work above the full performance level. Additionally, the employee and the Union will receive, upon request, any instruction and/or other materials relied upon in the calculation method of time requirements needed for grade-controlling work. The Union will receive notification of the determination, when the Union represents the employee. When the Department makes the determination not to fill a position above the full performance level, via the Department's position management authority, and subsequently directs and assigns the employee above the full performance work (at least 25% of time), the employee shall retain the right to request boarding for the time assigned to the higher-graded duties.

Section 11 - Requesting Boarding

An employee may request boarding, and the Department will consider it, when the employee believes the duties of the position have changed significantly since any previous boarding. The employee will provide as much information as he/she is able to provide concerning those changes, to include but not limited to, the changed duties as compared to the employee's qualification standards as the employee understands them, and time spent in the assignment driven work above the full performance level, when the request for boarding is made.

Section 12 - Training

Training availability will be made known to all similarly situated employees and selections for training will be made fairly and equitably.

Section 13 - Position Descriptions/Functional Statements

A. At the time of initial assignment and upon request, employees will be furnished a current, accurate copy of the description of the position to which they are assigned. The PD/functional statement will have the date evaluated and the signature of the supervisor. The option will be given to the employee to sign the PD/functional statement upon receipt. 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.

B. Whenever possible, employees will be afforded the opportunity to assist in the preparation of their PD/functional statements; however, supervisors and/or managers are responsible for assigning work to positions and insuring they are accurate. For positions which are identified in the Department's career ladders below the full performance level, a complete PD/functional statement needs to be established only for the target, full performance position.

C. Copies of current PDs for bargaining unit positions will be provided to the local union upon request. PD/functional statements will be kept current and accurate, and positions will be graded properly. PD/functional statements shall be subject to periodic review.

Section 14 - Erosion of Grade

A. Before the Department reduces the grade, the employee has the right to discuss with his/her supervisor whether grade-controlling duties have changed as reflected in the nature of the assignment, either by erosion or planned management action. During the discussion, the Department will identify for the employee how the nature of the assignment is perceived to have changed and how such change renders the employee's grade inappropriate under the applicable Secretary's classification processes and standards.

B. The employee will be afforded the opportunity to describe and/or present evidence showing what the job consisted of historically and how it changed or remained the same, with respect to grade-controlling duties.

C. The employee will be advised in writing which of the following aspects of the specific occupation's qualification standards are not met:

   1. Delineation of duties; or,

   2. Performance of grade-controlling duties at least 25% of the time.

D. An employee whose grade is reduced is entitled to grade and pay retention under 5 CFR Part 536.

Section 15 - Special Salary Surveys at the National and Local Level

The Union will be involved predecisionally before the Department initiates a survey to determine a special salary rate. The predecisional process will include all elements related to the survey.

ARTICLE 57 - PHYSICAL STANDARDS BOARD

Section 1 - General

This Article applies only to Title 38 employees and is provided for informational purposes only. The Physical Standards Board (PSB) process, and/or the examination and evaluation process for Title 38 employees, is governed by 38 USC and VA Handbook 5019.

In the event that the Department believes that a Title 38 employee is physically or mentally incapable of performing their duties, the Department will give a specific reason to the employee in writing. The employee shall be entitled to meet with the recommending medical official and to provide any oral and written evidence from his/her own physician/counselor before a recommendation is made. In any such meeting, the employee is entitled to Union representation and shall be provided notification of such entitlement.

Section 2 - Notification

When the Department orders or offers a medical examination under the provisions of the prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The Department shall designate the examining physician but shall offer the employee the opportunity to submit medical documentation from his/her personal physician which the Department shall review and make part of the file.

Section 3 - Guidelines for Physicians

A. The Department shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed functional statement of the duties of the position including critical elements, physical demands, and environmental factors.

B. The Department shall order or offer a psychiatric evaluation to an employee only when the employee first provides results of a general medical or psychiatric examination or the Department has first conducted a nonpsychiatric medical examination and, after review of the documentation or examination report, the Department's physician concurs that a psychiatric evaluation is warranted for medical reasons.

C. All medical examinations ordered or offered pursuant to Paragraphs 3A and 3B in this section shall be at no cost to the employee and performed on duty time at no charge to leave.

D. An employee can be directed to undergo a fitness for duty examination only if the employee's position is one that has established essential functions, either mental or physical. Such essential functions must have wording to clearly support them, by being objective. Essential functions are those that are so fundamental to the position that a person cannot do the job without performing them. A function is "essential" if, among other things, the position exists specifically to perform that function, there are a limited number of other employees who could perform the function, or, the function is specialized and the individual is hired based on his/her ability to perform them. Determination of the essential functions of

a position must be done on a case-by-case basis so that it reflects the job as actually performed, and not simply the components of a generic PD.

E. 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 Union shall receive answers on how the Department came to the conclusions of the "essential functions", both physical and mental, of a specific PD or functional statement, upon request.

Section 4 - Procedures

In seeking a fitness-for-duty examination which may or may not lead to a disability application, the following rules and procedures shall apply:

A. In all discussions with any Department official, the employee shall be entitled to Union representation. Prior to any discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with his/her Union representative, and permitted the right of representation in such discussion.

B. During these procedures, 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 assignments.

C. When the results of the medical examination reveal that the employee:

1. Cannot satisfactorily perform useful and efficient service in his/her regularly assigned job;

2. Retains the capacity to do other work at the same grade or pay level within the work location or the commuting area; and,

3. Otherwise meets the minimum qualifications for an available position that the Department seeks to fill;

The Department will ordinarily offer the employee a reassignment to this position.

D. When the Department determines that the medical evidence reveals:

1. The employee is totally disabled for service in their current position; and,

2. Reasonable accommodation for another position cannot be made,

The Department will so advise the employee and provide appropriate counseling.

Section 5 - Appeals Procedure

Once any decision is made that removes an employee from their position or duties for physical or mental inability to perform, the employee, consistent with Title 38, shall be able to use the appropriate appeals procedure as listed in VA Handbook 5019, Part III. When a disabled

employee meets existing disability retirement requirements, the Department will counsel the employee concerning disability retirement and explain the procedures for voluntarily applying for disability retirement.

Section 6 - Counseling

A. When a disabled employee meets existing disability retirement requirements, the Department will counsel him/her concerning disability retirement and explain the procedure for voluntarily applying for disability retirement. In the event that such an 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.

B. 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 7 - Confidentiality

Confidentiality must be maintained throughout the review process. 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 any disclosure.

ARTICLE 58 - PROFESSIONAL STANDARDS BOARD

A. The Union may submit names of candidates for Professional Standards Boards. The Department will give serious consideration to appointing from the candidates recommended by the Union.

B. Employees normally will be reviewed annually by the Professional Standards Board.

ARTICLE 59 - PROFICIENCY

A. The Department will involve employees actively in the promotion/evaluation process. Employees will be notified 90 days prior to the due date for proficiency.

B. Employees will be given 60 days to provide information that will be used in the proficiency.

C. When employees meet time-in-grade requirements for promotion to the next grade, the employee will be evaluated for promotion at the next scheduled boarding.

D. Employees will receive current copies of criteria for promotion and special advancement on initial employment. Employees will receive updated copies of promotion and special advancement criteria when changes are made.

E. Where employees are not promoted, they will receive an explanation regarding those specific elements in which they are deficient.

F. Proficiencies will be done timely to prevent delays in the boarding cycle. Employees whose proficiencies have been unduly delayed without good cause will be made whole.

ARTICLE 60 - TITLE 38 REPRESENTATION AT BOARDS OR HEARINGS

A. The Union will be allowed to represent any unit employee at any hearing before a Title 38 Disciplinary Board or whenever a probationary employee appears before a Professional Standards Board in a termination proceeding. A representative in a Professional Standards Board hearing may do those things an employee is entitled to do under regulations.

B. If the employee does not choose to have Union representation, the Union may be permitted to have an observer present at hearings described in Paragraph A. The Union observer may attend the Professional Standards Board hearing only during the employee's presentation. Consistent with applicable laws and regulations, Union representatives and observers must protect the confidentiality of any information to which they have access in connection with a Board Hearing.

ARTICLE 61 - TITLE 38 VACANCY ANNOUNCEMENTS

Section 1 - General

All Title 38 bargaining unit positions will be announced facilitywide with posting and/or distribution a proper subject for local bargaining. If facilities are consolidated, positions will be posted at each geographic location. These announcements must be readily available for review by employees. The posting/application period will run for a minimum of 14 calendar days.

Section 2 - Contents Of Vacancy Announcement

The qualifications for the position and educational/certification level will be kept current and clearly defined on the vacancy announcement. If the requirements of the job/position change, the vacancy announcement will be reposted reflecting the changes.

Section 3 - Vacancy

A. All employees will have a fair and equitable opportunity to compete for selection for a posted vacancy. All applicants will be asked the same questions during an interview.

B. At the request of the employee, the Department will supply the employee with an explanation of why they were not selected for the position.

Section 4 - Title 38 Position Qualifications

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.

B. The Union will be provided copies of all position qualifications for vacant positions.

C. Current employees will receive first consideration when filling position vacancies.

ARTICLE 62 - VETERANS CANTEEN SERVICE

Section 1 - Compensation

A. Pay Adjustments:

1. Upon the effective date of this Agreement, all Veterans Canteen Service (VCS) schedule employees shall receive pay raises equal to or greater than the uncapped pay line for each Non-Appropriated Fund (NAF) survey area in effect at that time. Pay will be set annually thereafter in accordance with the NAF pay survey. In no case shall any negative pay line be implemented by the Department.

2. VCS bargaining unit employees will receive awards in accordance with Article 16 - Employee Awards and Recognition and Article 27 - Performance Appraisal.

B. Benefits Programs:

VCS employees shall receive the same discretionary benefits as Title 5 employees.

C. Leave and Holidays:

VCS employees will accrue and use all categories and programs for absence, leave, and holidays as are applicable under this Agreement.

Section 2 - Canteen Prices and Meal Allowances

A. The parties agree that for the duration of this Agreement the Department will set canteen prices and such prices will not be subject to negotiations. The Department agrees to notify the Union prior to the implementation of price increases.

B. Meal allowances for VCS employees will be provided to permit employees one complete meal per day (entrée and beverage) valued at no more than six dollars; or, a 60% discount per day on a meal of any value. The six dollar amount will be increased each January 1 to reflect Consumer Price Index increases.

Section 3 - Internal Promotions in the VCS

To provide promotional opportunities for all VCS employees, internal candidates will be given first consideration for vacancies prior to hiring outside applicants. If a VCS employee is not selected, it shall be for bona fide reasons, and the employee will be given a written explanation of reasons for non-selection.

Section 4 - Storage and Personal Belongings

The availability of employee lockers or secure storage space for personal belongings is a subject for local negotiations. The supervisor will provide locks or other security devices to secure personal belongings.

Section 5 - Appointment to Competitive Status Positions

A. A VCS employee shall be considered for appointment to a Department position in the competitive service in the same manner that any other Department employee is considered for transfer to such position, in accordance with Article 23 - Merit Promotion and 38 USC 7802(e).

B. When a VCS employee is appointed to a position in the competitive service, the Department shall credit the length of any previous period of employment in the VCS toward the time-in-service requirement for career appointment.

C. The service computation date for all purposes of an employee moving from a NAF position to a competitive service position shall be adjusted to include all previous periods of employment in the VCS.

Section 6 - Counseling Prior to Separation

A. If a non-probationary VCS employee is being considered for termination for conduct, the employee will be allowed to provide his/her version of the events and, if appropriate, the Department will provide the employee the opportunity to correct the behavior. This provision does not create a new right of appeal for the employee.

B. If a non-probationary VCS employee is being considered for termination for performance, the employee will be given notification of the performance deficiency that is perceived and provided guidance and an opportunity to correct it prior to separation.

ARTICLE 63 - RESEARCH GRANTS

A. Employees who have made funding or other project applications will be immediately notified of the approval/disapproval. The notification will include the project ranking.

B. Any employee in the Department Research Program whose status and/or employment rights are altered or jeopardized, for example due to a change in funding, will be fully advised of the possible impact of such change at the time a change to their status is considered.

ARTICLE 64 - RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

Section 1 - Definitions

A. Research program
Means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems.

B. Demonstration project
Means a project conducted by the OPM or under its supervision to determine whether a specified change in personnel management policies or procedures would result in improved federal personnel management.

Section 2 - Project Initiation

A. When a demonstration project is considered, the Union and the Department are encouraged to jointly request demonstration authority from OPM and jointly develop the details of the demonstration project.

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.

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.

D. The Union will receive the following without cost on a semiannual basis:

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.

E. Employees participating in any activity covered by this article shall have their participation noted and placed in their eOPF.

Section 3 - Comments on Reports

Whenever the Department submits an evaluation report to OPM concerning a research or demonstration project affecting unit employees, the Union will be provided an opportunity to submit its views in an accompanying report. After implementation of the program, the Union will be kept informed of the progress on a continuing basis.

ARTICLE 65 - WAGE SURVEYS

Section 1 - Membership Survey Teams

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. Each will be selected on the basis of qualifications set forth under FWS procedures. The number of teams needed to complete the survey will be determined by the local committee.

Section 2 - Office Space

The host installation designated by the lead agency will provide office space and telephone capability to local committee members and survey teams for the purpose of conducting the survey. The Department will provide such facilities where necessary.

Section 3 - Transportation

The Department will make every effort to provide official vehicles for the use of survey teams and, if necessary, for committee members involved in the survey. In the event such vehicles are unavailable, the Department will explore all other alternatives to provide transportation for the survey team.

ARTICLE 66 - TECHNOLOGY FOR ADMINISTERING, TRACKING, AND MEASURING VBA WORK

Section 1 - Scope

A. The provisions of this article shall apply to the application of the technology that may be used to administer, track, and/or measure the work of VBA bargaining unit employees.

B. The application of such technology is governed by established policy of the Department as contained in the Department's notification to the affected employees and the Union. It is also governed by this Agreement and by applicable requirements under law and government-wide regulations.

C. If the Department decides to modify or change its application of technology in a manner that triggers a duty to bargain, it will meet its contractual and statutory obligations.

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).

Section 2 - Application of the Technology

To the extent consistent with Section 1, such technology shall be applied in a manner that ensures validity, reliability, and attainability by most similarly situated employees.

A. General - The application of the technology will be fair, equitable, consistent, and take into account matters beyond the control of the employee.

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.

Section 3 - Contesting Results

At any time an employee disagrees with a record of his/her work that was obtained through or by technology, the employee may seek corrective action in accordance with Article 43 - Grievance Procedure.

Section 4 - Annual System Review

A. The application of the technology will be evaluated annually by the parties to identify systemic problems and positive outcomes associated with it (in relation to its stated purpose, unintended effects on work product, and impact on employees' conditions of employment).

B. Recommendations for improvement of the technology and/or its application may be made by the Union at any time. The recommendations should address employees' positive and/or negative experiences, and will be addressed by the Department whether they are adopted or not.

C. The application of technology is an appropriate subject for bargaining at the local union level, on aspects not in conflict with this article.

DURATION OF AGREEMENT

Section 1 - Effective Date

This Agreement will be implemented and become effective when it has been approved, ratified, and signed by the parties, including review pursuant to 5 USC 7114(c). The effective date of this Agreement is _____

Section 2 - Duration of Agreement

This Agreement shall remain in full force and effect for a period of three years after its effective date. It shall be automatically renewed for one year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than sixty nor more than one hundred twenty days prior to its termination date. Negotiations shall begin no later than 30 days after these conditions have been met. If renegotiation of an Agreement is in progress but not completed upon the terminal date of this Agreement, this Agreement will be automatically extended until a new agreement is negotiated.

Section 3 - Reopener

Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. If mutual consent is reached, such notice to renegotiate must be accompanied by the revised proposals for the article(s) the party wishes to renegotiate. The parties will meet for the purpose of negotiating the amendments or modifications within 30 days of receipt of the proposals from the moving party.

Section 4 - Negotiation Schedule

Arrangements for negotiating both the reopener or renegotiation under Section 2 or 3 above shall be in accordance with Article 47 - Mid-term Bargaining.

Section 5 - Amendments and Modifications

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.