

or joint LMR training.

are encouraged to share training materials or experiences to
ing.

sions of this article apply to joint training at all levels from local through

Party Sponsored Training

nsored training may be considered duty time or official time, as appropriate.

ional Joint Training and Education Committee Charter

re

nal parties have jointly established a National Training and Education Committee
not will advise the Assistant Secretary for Human Resources and Administration
joint labor-management training and education needs and will plan the
ment of agreed upon national labor relations training programs. The NTEC will
end priorities and curricula for joint labor relations training and education to be
lished in the Department with a national focus.

jectives:

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 and/or other educational programs, including facility requests and relations training;
10. To evaluate the success of training programs accomplished and

13

B. Scheduling arrangements for the use of official time for training will be made locally. Department personnel responsible for work scheduling will provide appropriate and adequate notice, to include specific agenda, for maximum attendance.

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

Section 2 - Joint Master Agreement Training

The parties will jointly provide Master Agreement training. The cost of joint training will be paid by the Department. Training will be done in a way that does not preclude additional training by each party. Any training documented

Section 3 - Joint Labor-Management Training

al and national levels to provide the
ns that may impact bargaining unit
get (OMB) Circular A-76,

g to be conducted for potential
it employees. A local union

acted out, the Department will
t to negotiate as appropriate.

contract out, the Department
employees. This effort will

the Department;
rogram; and,
tribute to placement.

A. The Department shall train bar
changes, and clinical procedure
employees who are subject to
will be excluded from the pro

B. Competencies established f
communicated to the empl
competency is established

C. Prior to the assignment o
to state if they feel that t
be used punitively again

D. The local union shall be
cross-cover areas.

E. If problems arise with

F. Competencies must
whichever is applie

G. Copies of competa
changes an emple
opportunity to bi

2. All quality council/work group meetings will be conducted during normal duty with the following exception: meetings may be held during normal/regular lunch 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 of time. This official time will not be counted against any allocated official time 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 component issue?);

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

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

and support teams and individuals working on quality effort

THIS IS WHAT VA MANAGEMENT THINKS OF YOU

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

C. Trainers appointed by the union will be on official time. This official time counted against any allocated official time as described in this agreement. Joint labor-management training will be on duty time. LMR training presented jointly unless training is conducted by a mutually agreed. The parties may develop a joint train-the-trainer/facilitator program

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

E. Normally, local facilities will ensure that appropriate resources are made

4. QC/work groups receive recommendations from their teams. 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.

...will be handled as f

PREAMBLE

Section – 1

Consistent with the provisions of 5 U.S. Code § 7101 *et seq.*, commonly known as the Federal Service Labor–Management Relations Statute (FSLMRS or Statute), the U.S. Department of Veterans Affairs (Department or VA) and the American Federation of Government Employees National Veterans Affairs Council (Council or Union) – collectively known as the Parties – enter into this Master Agreement (Agreement), which constitutes a total and complete agreement on the subjects addressed in the Articles, by and between the Department and Union.

Section – 2

The Parties agree Congress finds that (1) experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them: (A) safeguards the public interest, (B) contributes to the effective conduct of public business, and (C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

Section – 3

The Parties agree the United States Congress has found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. To this end, the United States Congress has directed both Parties, through 5 U.S. Code § 7101(b), to interpret the Statute in a manner consistent with the requirement of an effective and efficient Government.

Section – 4

The primary intent and purpose of this Agreement to promote an effective and efficient means of accomplishing the Department’s Mission: To fulfill President Lincoln's promise “To care for 2

him who shall have borne the battle, and for his widow, and his orphan” by serving and honoring the men and women who are America’s Veterans.

Section – 5

The Parties agree this Mission shall be accomplished by negotiating an Agreement that: encourages the highest levels of employee performance and ethical conduct; ensures employees are accountable for their conduct and job performance; expands agency flexibility to address operational needs; reduces the cost of agency operations, including with respect to the use of taxpayer-funded time for union activities; is consistent with applicable laws, government-wide rules, regulations and Department policy; only covers matters that are, by law, subject to bargaining; and preserves management rights under 5 U.S. Code § 7106 (Management Rights).

ARTICLE 1 - RECOGNITION AND COVERAGE UNIT DESIGNATION

Section 1 – Recognition of the 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. 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 - Obligations of the Exclusive Representative

- A. The Union recognizes that it is responsible for representing the interests of each bargaining unit employee, without discrimination and without regard to whether the employee has secured actual membership in the Union as a dues-paying member.
- B. All communications between the Union and the Department will occur at the national level. Such communication includes but is not limited to: requests for information; a possible duty to consult; grievances; unfair labor practice (ULP) charges; demands to bargain; and, representation petitions. Such communication will occur between the National Veterans Affairs Council President (the Council President) and the Department's Director of Labor-Management Relations (LMR), or their written designee. The Council President may appoint a single designee, in writing, as the Department's point of contact for communication. The Department is not required to communicate with any AFGE representative other than the Council President or designee. Each Party may develop, at their discretion, internal policies and procedures to process such communications.
- C. Any communication delivered to the Department from a Union representative other than the Council President or written designee shall not be considered received, and as such it shall not be reviewed and will not toll any filing deadlines.
- D. Nothing in this Agreement shall prevent an individual employee from filing a grievance on his or her own behalf at the national level.

ARTICLE 2 - GOVERNING LAWS AND REGULATIONS

Section 1 - Force and Effect of Agreement

- A. The Department and the Union agree that for the full term of the Agreement the provisions of this Agreement shall remain in full force and effect and unchanged, except as may be required by change in accordance with applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- B. This Agreement supersedes and replaces all previous agreements, Memorandum of Understanding/Memorandum of Agreement (MOA/MOUs) (whether written or oral), past practices, and supplemental agreements made at any level of recognition between the Parties, regardless of duration. All other items previously administered under the 2011 CBA will be administered in accordance with applicable law, government-wide rules, regulations, Department policy and this Agreement thereby negating the need for bargaining under 5 U.S. Code § 7106(a) and § 7106(b).
- C. Provisions of this Agreement that become inconsistent with federal law will be severed, and the Parties will comply with the applicable law.
- D. Where the provisions in this Agreement conflict with the parties' current or past practices, the provisions in this Agreement will control and shall be enforced.
- E. MOUs/MOAs negotiated under the terms of this Agreement shall be negotiated solely between the Council President or designee and the Director of LMR or designee.
- F. MOUs/MOAs negotiated under the terms of this Agreement shall be incorporated into this Agreement and shall have a duration as defined in such MOU/MOA, but in no event shall such duration be longer than the term of this Agreement unless invalidated by law.
 - 1. Agreements, including ground rules if any, and MOUs/MOAs negotiated under the terms of this Agreement if any, must undergo Agency Head Review (AHR) requirements under 5 U.S. Code § 7114(c) before taking effect.
 - 2. MOUs/MOAs will be provided to the designated AHR authority. The date of execution shall be deemed the date the designated AHR authority receives a duly signed copy.

Section 2 - Department Regulations

- A. Department management officials and supervisors have the management rights set forth in 5 U.S. Code § 7106. Nothing in this Agreement shall represent a waiver or infringement of the authority of any Department management official or supervisor.
- B. All policies, practices, matters and decisions related to the subjects set forth in 5 U.S. Code § 7106(a) are prohibited subjects of bargaining.
- C. The Parties mutually acknowledge that the Department has exercised its right to refrain from bargaining over the substance of the subjects set forth in 5 U.S. Code § 7106(b)(1).
- D. The Parties acknowledge that 38 U.S. Code § 7422 will govern the terms in this Agreement in the exercise of each Party's statutory rights where any matters involving 38 U.S. Code § 7401 employee concerns or arises out of (1) professional conduct or competence, (2) peer review, or (3) the establishment, determination, or adjustment of employee compensation.
- E. Nothing in this Agreement shall be interpreted as providing any benefit to the Union in excess of those rights provided by applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.

Section 3 - Collective Bargaining with Title 38 Employees identified in 38 U.S. Code § 7421(b)

- A. Pursuant to 38 U.S. Code § 7422 and for informational purposes only:
 - (a) Except as otherwise specifically provided in this title, the authority of the Secretary to prescribe regulations under section 7421 of this title is subject to the right of Federal employees to engage in collective bargaining with respect to conditions of employment through representatives chosen by them in accordance with chapter 71 of title 5 (relating to labor-management relations).
 - (b) Such collective bargaining (and any grievance procedures provided under a collective bargaining agreement) in the case of employees described in section 7421(b) of this title may not cover, or have any applicability to, any matter or question concerning or arising out of (1) professional conduct or

competence, (2) peer review, or (3) the establishment, determination, or adjustment of employee compensation under this title.

- (c) For purposes of this section, the term “professional conduct or competence” means any of the following:
 - (1) Direct patient care.
 - (2) Clinical competence.
- (d) An issue of whether a matter or question concerns or arises out of (1) professional conduct or competence, (2) peer review, or (3) the establishment, determination, or adjustment of employee compensation under this title shall be decided by the Secretary and is not itself subject to collective bargaining and may not be reviewed by any other agency.

ARTICLE 8 - CHILD CARE

Section 1 - Policy and Purpose

The parties recognize that working parents may have special child care needs during working hours and recognize the need for such parents to secure appropriate child care. The Department will continue its efforts to secure adequate funding in order to support child care services for its employees and agrees to abide by all applicable provisions of 5 CFR Subpart B (Agency Use of Appropriated Funds for Child Care Costs for Lower Income Employees). Pursuant to 5 U.S. Code § 7103(a)(14)(C), the Department shall continue to exercise management authority over the VA Child Care Subsidy Program.

ARTICLE 12 - DETAILS AND TEMPORARY PROMOTIONS

Section 1 – General

- A. The term "detail" as used in this Article means a temporary assignment of an employee to a position of the same or a different classification, including unclassified duties, within the bargaining unit with the expectation that the employee returns to the position of incumbency.
- B. The term "temporary promotion" as used in this Article means a temporary assignment for a specified period of time to a position at a higher grade than the one the employee currently holds. Temporary promotions are solely determined by the operational needs of the Department.

Section 2

- A. The Department will detail and temporarily promote employees as needed to meet the needs of the Department, in accordance with applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- B. The determination to detail or temporarily promote an employee to accomplish the work of the Department is considered an assignment of work and is not a grievable matter under this Agreement. The Department will follow the procedures defined in applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- C. An action which terminates a detail or temporary or term promotion and which returns the employee to the position from which the employee was temporarily promoted is not grievable.

Section 3

The Department retains the right to terminate a detail or temporary promotion at any time.

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).

- C. If a reassignment, shift change, or relocation of a Title 38 employee involves an issue exempted from bargaining by 38 U.S. Code § 7422(b), then 38 U.S. Code § 7422 applies.

Section 2 - Voluntary Requests for Shift Changes and Relocations

Shift Changes and relocations shall be made based on operational need.

Section 3 - Leave

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

- A. In the event the Department initiates an involuntary action, the Department will consider transferring previously requested and approved leave.
- B. In the event the Department initiates a voluntary action, the Department will consider transferring previously requested and approved leave.

Section 4 - Relocation Expenses

Payment of relocation expenses is governed by the Federal Travel Regulations.\

Section 5 - 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 about the effects of such an action.

ARTICLE 14 - DISCIPLINE AND ADVERSE ACTION

Section 1 - General Policy and Purpose

- A. Consistent with 5 U.S. C. § 7106 (a)(2)(A) the Department has the right to discipline employees. Disciplinary actions are not subject to the negotiated grievance procedure (Article 43: Grievance Procedure).
- B. The Department has the authority to determine under what statutory or legal authority to take a disciplinary action including but not limited to Title 38, Section 714, Title 5, Chapter 43, Title 5, Chapter 75, and Title 38, Chapter 74.
- C. The Parties mutually agree that the shared goal for this Article is to create a safe, secure, professional work environment within which every Department employee shall be free from intimidation, bullying, sexual harassment, insult and all forms of physical or verbal abuse from other employees, supervisors, management officials, and Union officials and representatives.

Section 2 - Disciplinary Action

- A. The Department will follow the disciplinary procedures defined in applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- C. Consistent with 38 CFR 0.735-12(b), and solely for informational purposes:
 - (b) Furnishing testimony. Employees will furnish information and testify freely and honestly in cases respecting employment and disciplinary matters. Refusal to testify, concealment of material facts, or willfully inaccurate testimony in connection with an investigation or hearing may be ground for disciplinary action. An employee, however, will not be required to give testimony against himself or herself in any matter in which there is indication that he or she may be or is involved in a violation of law wherein there is a possibility of self-incrimination.
- B. Nothing in this Article shall be construed as an infringement or waiver of management's statutory rights under 5 U.S. Code § 7106(a), including but not limited to the right to discipline, suspend, reduce in pay, reduce in grade or remove an employee.

ARTICLE 15 - EMPLOYEE ASSISTANCE

Section 1 - Policy and Purpose

- A. The Department's Employee Assistance Program (EAP) is a voluntary, work-based program that provides cost-free and confidential assessment, short-term counseling, referral, and follow-up services to employees who may have personal or work-related problems that may affect attendance, work performance, or conduct.
- B. The Department will continue to administer the EAP in accordance with applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement. Given the confidential nature of care all patient-related medical records, associated materials, calendars and daily logs will be protected in accordance with applicable laws, government-wide rules, regulations and Department policy. The Department may change policy during the term of this Agreement.

ARTICLE 16 - EMPLOYEE AWARDS AND RECOGNITION

Section 1

- A. All Department awards shall be issued in accordance with 5 U.S. Code § 4505(a) and 5 U.S. Code § 451.104 and other in accordance with applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement. The Parties agree this Article is subject to 38 U.S. Code § 7422.
- B. All awards are contingent upon the availability of budgeted funds, are not guaranteed, and, if given, shall be at management's discretion.
- C. An Employee may only be eligible for a QSI if the Employee has achieved the highest summary level used by the program.
- D. Employees covered by this agreement shall not receive both a Performance Award, including a Quality Step Increase (QSI), and an Incentive Award for the same performance.

Section 2

Time off awards can be used as an alternative to or in conjunction with cash awards as an alternative means of recognizing superior accomplishments.

Section 3

The Department will follow the procedures defined in applicable laws, government-wide rules, regulations and Department policy. The Department may change policy during the term of this Agreement.

ARTICLE 17 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1 Employee Rights

- A. The Parties agree that employees have workplace rights and responsibilities. Employees have workplace rights as defined in 5 U.S. Code § 7102 and applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement. Subject to these rights, employees are expected to follow the direction of management.
- B. Pursuant to 5 U.S. Code § 7114(a)(2), and for informational purposes only, employees have the right to have a Union representative at:
 - 1. "any formal discussion 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; or
 - 2. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
 - a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and,
 - b. the employee requests representation."

Section 2 - Rights to Union Membership

- A. Under 5 U.S. Code § 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.
- B. The Parties agree this Article is subject to 38 U.S. Code § 7422.

Section 3 - Rights to Union Representation

- A. Any bargaining unit employee may invoke his or her Weingarten Rights as permitted by law.

Section 4 - Employee Communications and Equipment

- A. This section applies to all employee communications made using government equipment including but not limited to: phone calls, text messages, voicemails, emails, faxes and any other communication methods.
- B. The Department has a legitimate business, national security, and cybersecurity interest for monitoring employees' use of Government property and equipment, and employees have no right to privacy when using such property and equipment under applicable laws, government-wide rules, regulations and Department policy. The Department may change policy during the term of this Agreement, the Department is not required to inform the employee of a search of government property or equipment or to allow the employee or the Union to be present during such a search.

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 - Dignity and Self Respect In Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment and a workplace which promotes and sustains human dignity, professionalism, respect for others, and self-respect.

Section 7 - Counseling

The Department retains the right for supervisors and management officials to hold counseling sessions with employees without the presence of a Union representative. Counseling sessions may include an informal discussion between individual employees and their supervisors regarding the employee's performance; work assignments and procedures; application of established office policies and practices; leave practices and requests; and, discussions of a personal nature.

sessions may include, but are not limited to, an informal discussion between individual employees and their supervisors regarding the employee's specific performance; work assignments and procedures related to the employee; application of established office policies and practices; leave practices and requests; and,

Section 8 – Employee Obligations

- A. Employees are required to effectively and efficiently perform the duties of their positions and to carry out the instructions of a supervisor or any other management official. If there is a disagreement between the employee and the supervisor or management official, the employee will comply with the instructions.

- B. Employees are accountable to the Department for the performance of their officially assigned duties and responsibilities. In the performance of those duties and responsibilities, employees shall conduct themselves ethically in accordance with applicable laws, government-wide rules, regulations and Department policy. The Department may change policy during the term of this Agreement.
- A. Employees are expected to be at their duty stations on time, as scheduled. Employees must provide two (2) hours advance-notice of last-minute absences and request leave well in advance, in accordance with applicable laws, government-wide rules, regulations and Department policy. The Department may change policy during the term of this Agreement.
- C. All employees are required to enter their requests for time and leave in the time and attendance system utilized by the Department, currently VATAS. The employees shall identify the type and number of hours requested in the time and attendance system prior to its use. All requests for time and leave shall be approved prior to being used, absent emergency circumstances. Failure to request leave can result in such leave being disapproved.
- D. If requested, employees will provide contact information, such as their location telephone or mobile phone number. The Department will safeguard this information, which will be used for official purposes only.
- E. All employees are required to cooperate in any official investigation conducted by the Department in accordance with applicable laws, government-wide rules, regulations and Department policy. The Department may change policy during the term of this Agreement. All employees are required to cooperate in any official investigation conducted by the Department in accordance with applicable laws, government-wide rules, regulations and Department policy.
- F. Employees are expected to dress in proper business attire; as appropriate for their assigned duties, as determined by the Department.
- G. When requested, employees must provide administratively acceptable medical documentation from a licensed medical practitioner to substantiate their absences or requests for "sick" leave in accordance with applicable laws and regulations.
- H. An employee must appropriately request permission and receive prior approval from his/her supervisor to participate in Department-sponsored events.
- I. When an employee wishes to request permission to leave the work site to contact a Union representative, the employee must also provide his or her supervisor with enough information regarding the nature of the visit for the supervisor to determine what is a reasonable amount of time for the employee to be away from their job site. The employee must arrange coverage for his or her job duties during the period

of absence and give the supervisor a telephone number at which she or he may be reached while absent in case of an urgent work-related need.

- J. The Department reserves the right to order an employee to remove any item(s) from their workspace. Failure to comply with the order at the time of the order, may result in the Department removing the item(s) from the workspace.

Section 9 – Employee Participation in Third-Party Adjudication

- B. Employees who are approved by a third-party adjudicator as relevant and material witnesses for a proceeding will be made available to testify. To reduce costs, the Parties will use remote technology to the greatest extent possible during any administrative proceeding for employees whose assigned duty station is outside the commuting area of the proceeding location. Any requirement for physical presence at the hearing will be at the discretion of the hearing third-party adjudicator.
- C. In matters filed by the Union representing a bargaining unit employee or matters regarding a violation of this Agreement or the Statute, each party will be responsible for the cost of travel and per diem for themselves as well as their witnesses, if it is determined by the Arbitrator that their physical presence is necessary.
- D. This section shall not apply when an individual brings a grievance on their own behalf.

Section 10 – Employee Protection from Unfair Labor Practices

- A. For informational purposes only, 5 U.S. Code § 7116(b), states that “it shall be an unfair labor practice for a labor organization:
 - 1. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
 - 2. to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under this chapter;
 - 3. to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
 - 4. to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;

5. to refuse to consult or negotiate in good faith with an agency as required by this chapter;
 6. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
 7. (a) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or
(b) to condone any activity described in subparagraph (A) of this paragraph by failing to take action to prevent or stop such activity; or
 8. to otherwise fail or refuse to comply with any provision of this chapter.”
- B. For informational purposes only, 5 U.S. Code § 7116(b), states that “it shall be an unfair labor practice an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure:
- (1) to meet reasonable occupational standards uniformly required for admission, or
 - (2) to tender dues uniformly required as a condition of acquiring and retaining membership.

This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this chapter.”

- C. If an employee, supervisor or management official believe that the Union has engaged in an unfair labor practice, they may file a complaint with the FLRA. One has six months from the date of the incident to file the complaint with the FLRA.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1 – Policy and Purpose

The Parties mutually affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination on the basis of race, color, religion, sex (including sexual harassment), sexual orientation, national origin, age (40 or older), disability or genetic information.

Section 2 - Equal Employment Opportunity

The Parties mutually agree to abide by applicable laws, government-wide rules, regulations and Department policy, including but not limited to, provisions of Title VII of the Civil Rights Act of 1964; The Pregnancy Discrimination Act; The Equal Pay Act of 1963 (EPA); The Age Discrimination in Employment Act of 1967 (ADEA); Title I of the Americans with Disabilities Act of 1990 (ADA); Sections 102 and 103 of the Civil Rights Act of 1991; Sections 501 and 505 of the Rehabilitation Act of 1973; and, The Genetic Information Nondiscrimination Act of 2008 (GINA).

Section 3 - Statutory Preclusion

Under the Statute, matters "specifically provided for by Federal statute" are expressly excluded from the definition of "conditions of employment" in 5 U.S. Code § 7103(a)(14)(C) and hence, are excluded from bargaining.

ARTICLE 20 – TELEWORK

Section- 1

Telework is a privilege granted at the Department's discretion to allow an employee to work at an alternate duty station. The Parties mutually agree to abide by the Telework Enhancement Act of 2010 and applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.

Section- 2

Participation in telework is not an entitlement; rather, it is a privilege. A telework agreement is between an employee and his/her supervisor and delineates the employee's responsibilities and obligations. The employee must abide by those obligations once the telework agreement is signed. Telework requests and approvals must be in writing on the appropriate Department form provided by management. While teleworking, employees are in duty status and are expected to be fully engaged (including quickly responding to phone calls and emails) in the performance of their duties. Telework is not appropriate for dependent/family care or other personal situations which might impact an employee's ability to efficiently perform his/her job duties.

Establishment and approval of a new telework agreement shall extinguish the prior telework agreement regardless of the reason for the new telework agreement.

The Division head, or his or her designee, may revoke a telework agreement or change the terms of a telework agreement for any reason upon twelve (12) hours advance notice to the affected employee.

Section- 3

- A. Telework may be used when there is recurring need to perform work at an alternate site.
- B. Telework may be used on an episodic basis, for individual days or hours, or for a special assignment or project on a short- term basis (as determined by the Department). Appropriate assignments include, but are not limited to, activities that require uninterrupted concentration and result in measurable work outputs, for example: data analysis; reviewing grants/cases; writing decisions or reports; telephone intensive tasks such as collecting information, following up on study participants, or arranging a conference; and some computer tasks such as programming, data entry, and word processing.

- C. Telework must not interfere with the effective, efficient, and timely accomplishment of the Department's Mission. Telework must be consistent with maintaining adequate office coverage and efficiency of operations.
- D. A new employee to a division, or an employee in a new position, including promotions or lateral reassignments within the same division, must have held her/his current position for no less than eighteen (18) months before the employee may apply for telework. However, an employee's second level supervisor, at his or her discretion, may allow the employee to apply for telework prior to the end of the twelve-month period.
- E. Teleworking employees must use Department approved technologies and methods to access all Department networks and systems. When employees have been provided government equipment for use at the alternate duty station, they will be required to use that equipment while teleworking. Employees participating in the telework program and using their personal residence (or any other approved site not fully-equipped with these items) may be required to provide, at their own cost, all services, including but not limited to utilities and internet access, necessary for working at the alternate duty station.
- F. When an employee reports to a new supervisor, the employee's telework agreement becomes void. The employee may request their new supervisor approve a new telework agreement, but the employee must cease teleworking until and unless the request is approved. Additionally, employees must submit a new telework request whenever the address of their approved telework location changes.
- G. Employees shall submit a new telework requests every four (4) months to his or her supervisor. Employees who do not submit renewed agreements within fifteen (15) days of the expiration of their current agreement shall report to their official duty station the next work day, and his or her telework agreement will be deemed terminated. A telework agreement will expire four (4) months from the date of supervisor approval.

Section- 4

- A. To apply for telework an employee must demonstrate that he or she meets the eligibility requirements in this section and continues to meet them throughout the telework period;
- B. The employee's latest rating of record is "fully successful" (currently Achieved Expected Results) or better, and there has been no indication that the performance level has declined;
- C. The employee is not on a leave restriction and has not been counseled about leave abuse;

- D. Within the last twenty-four (24) months, or at any time while occupying their current position, the employee has not received any proposed disciplinary or adverse action;
- E. The employee has not been officially disciplined for being absent without permission (AWOL) for any length of time, in the last twelve (12) month period; or a violation of the Standards of Ethical Conduct for Employees of the Executive Branch;
- F. At a minimum, the employee has demonstrated the ability to initiate his/her own work, timely complete assignments, works without direct supervisory oversight, and recognizes when supervisory or other assistance/guidance is needed on a project and engages others appropriately;
- G. The employee has completed the Department of Veterans Affairs' telework training within the last six (6) months and has submitted a certificate of completion to their supervisor; and,
- H. In addition, the employee's duties must be portable, and the assignments must be appropriate for telework.

Section- 5

- A. The official worksite and duty station for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (e.g., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report for duty physically at least twice each pay period on a regular and recurring basis to the regular worksite.
- B. The official worksite and duty station for an employee with a telework agreement who is not scheduled to report at least twice each pay period on a regular and recurring basis to the regular worksite is the location of the alternate duty station (e.g., home or other alternate worksite).

Section- 6

- A. Employees with approved telework agreements are required to work their normal tour of duty when the official worksite and duty station is closed (e.g., due to weather or safety concerns) and they are able to travel to and from work at their approved alternate duty station. For example, telework-ready employees (i.e. employees with a signed telework agreement) are required to work at their approved alternate duty station during emergencies or changes in operating status (e.g., Federal offices are closed, Federal offices are on delayed arrival, the Agency is operating under a Continuity of Operations Plan, etc.) or must take leave for the day.

- B. Employees participating in the telework program will not be excused from work because workers at the official worksite and/or duty station are dismissed or not required to work due to an emergency if the emergency does not impact the work being performed at the alternate worksite and/or duty station. If an emergency occurs that does impact the work being performed at the alternate worksite and/or duty station, the employee will immediately notify the Department. The Department may direct the employee to another worksite, grant excused absence, or allow the employee to request appropriate leave, e.g., annual leave or LWOP.
- C. Subject to management discretion, participants in the telework program may be allowed as part of a telework agreement to work an Alternative Work Schedule (AWS). Management has the right to adjust an Employee's AWS and/or telework schedule to meet business needs, operational demands, or mission related needs without the need for notification. Employees who work approved flexible work schedules and vary their start times are required to inform their supervisors and receive approval from their supervisor, prior to commencement of their tour of duty, of their start and end times for those days they work at an alternate site.
- D. Employees on regular and recurring telework may be required to report to the official worksite and duty station as needed by the Department. The Department will not establish a permanent department-wide number of days per week for employees with a telework agreement to report to their official worksite. However, employees should expect to report to the official worksite and duty station a minimum of four (4) days per week (for employees on a compressed work schedule, the employee's regular day(s) off will count as a day away from the official worksite for the purpose of this language). The Department may approve deviations from this minimum weekly requirement. In addition, the Department reserves the right to require more frequent days at the official duty station and to recall employees without prior notification from scheduled telework days for situations deemed appropriate by the Department, either planned or unplanned, including, but not limited to, office assignments, meetings, absence of other employees, emergency situations, training classes, business reasons, operational demands, or mission related needs. When situations occur that require the employee to return to the official worksite and duty station, travel to and from the office is normal commuting time and as such is not considered hours of duty. Furthermore, in such instances the telework day is forfeited, and the employee is not entitled to substitute another telework day.
- E. The employees in the telework program are expected to be as available to managers, co-workers and customers by telephone, E-mail, voice mail, Microsoft Lync, Skype, or other communications media, during their scheduled tour of duty, as when working at the official duty station. Teleworking employees must make their telework contact information readily available and have calls to their office phone forwarded to their telework number.

- F. Policies and practices for requesting and using leave or other compensation categories, such as compensatory time or credit hours or overtime, remain unchanged, while in telework status. For purposes of timekeeping, participants will verify each pay period indicating, if the time keeping system provides, hours worked while teleworking.
- G. The Department has the right to be provided with reasonable assurance that employees are working at alternate sites when teleworking through a method chosen by the Department. For example, supervisors may require employees to display their availability via Microsoft Lync, Skype, or other electronic methods. Additionally, supervisors may require employees to provide information, including periodic reports, concerning work accomplished at alternate sites.
- H. Employees who participate in the Telework Program may be required to share office space with their co-workers at the official duty station.
- I. Decisions regarding telework are at the discretion of the Department and shall not be subject to the negotiated grievance procedure defined in this Agreement.

Section- 7

- A. Employees are only authorized to telework from the approved alternative work site identified in the Telework Agreement, and only one authorized location will be designated as an employee's alternate work site and/or alternative duty station. Any temporary change to an employee's alternate worksite and/or alternative duty station must be infrequent and previously approved by the employee's supervisor, in a writing.
- B. Telework home sites must have adequate workspace, lighting, telephone/internet service, power, smoke detector alarms, and locks to protect government property and records. The employee's failure to provide these requirements may result in discipline, including termination of the right to telework. The Department is not required to pay for any of the required improvements.
- C. The Department has the right to inspect the home work site at any time during business hours to ensure its suitability.
- D. Employees must comply with all security measures and disclosure provisions, including password protection and data encryption so that personally identifiable information (PII), the Privacy Act, or other security standards are not compromised. If a security breach occurs, the Employee must notify the Department. The Department is not required to pay for any improvements.
- E. Employees are responsible for complying with the Privacy Act and protect and manage sensitive information stored and transmitted across external networks. Employees who telework from home shall keep Government property and

information safe, secure, and separated from their personal property and information. Employees must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, and destruction. The Department is not required to pay for any requested or required modifications to the employee's home work space.

Section 8

Changes to, including termination of, an employee's telework schedule is not grievable. The Department may terminate, suspend, or modify an employee's participation in the telework program for any reason, without notification to the union, subject to applicable laws, government-wide rules, regulations and Department policy, including but not limited to:

1. Failure to continue to meet the criteria listed in Section 20.04 above;
2. Failure to adhere to the provisions of the Telework Agreement and/or of this Article;
3. Failure to accurately and truthfully report time worked;
4. Failure to timely respond to work needs;
5. Organizational exigencies that impact on the mission of the Department, and require the employee to perform work at the official duty station;
6. Misconduct;
7. Business reasons;
8. Operational demands; or
9. Other mission related needs.

Section 9

- A. The Department will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the alternative work site and/or alternative duty station. The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Department as provided for by law and regulations.
- B. Employees are not eligible for Federal Transit Subsidies for the days that they telework and are responsible for promptly updating their transit benefits allocation as their situation changes.
- C. The Department will not be held liable for damages to the employee's personal or real property during the performance of official duties or while using Department

equipment in the alternate worksite and/or duty station, except to the extent the Department is held liable under the Federal Tort Claims Act or for claims arising under the Military Personnel and Civilian Employees Claim Act.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

Section 1 –Hours of Work and Overtime

- A. The Department will follow the procedures defined in applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term “Department policy” shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement. The Parties mutually agree to also follow the policies and procedures related to hours of work and overtime described in 5 U.S. Code § 5542 and 5 U.S. Code § 5542.
- B. Nothing in this Article shall be construed as an infringement or waiver of management’s statutory rights under 5 U.S. Code § 7106, including but not limited to determining specific duties assigned to an employee; when work assignments will occur, and to whom or what positions the duties will be assigned.

ARTICLE 22 - INVESTIGATIONS

Section 1 – Investigations

The Department will follow the procedures defined in applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term “Department policy” shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.

ARTICLE 23 - MERIT PROMOTION

Section 1 - Purpose and Policy

- A. Consistent with 5 U.S. Code § 7106 (2)(C) and for informational purposes only, the Department shall make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.
- B. The Department shall ensure that merit promotion principles are applied to all employees consistent with applicable laws, government-wide rules, regulations and Department policy, and shall be based solely on job-related criteria.

ARTICLE 24 - OFFICIAL RECORDS

Section 1 - Official Records and Files

- A. All personnel and medical records are confidential and shall be maintained in accordance with applicable laws, government-wide rules, regulations and Department policy. Access to personnel records 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.
- B. Newly appointed employees will be advised of the nature and purpose of their eOPF and its location.
- C. Each bargaining unit employee is entitled to review his or her own employee medical records. When a request for access involves medical or psychological records that the health care professional believes would be harmful to the employee, the requester should be advised that the material will be provided only to an authorized healthcare provider designated by the employee. Upon receipt of the designation and upon verification of such provider, the records will be made available to the provider, who will have full authority to disclose those records to the employee, when appropriate.
- D. The employee shall have the right to prepare and enter a concise statement of disagreement concerning his/her records as authorized by applicable regulations.

ARTICLE 25 - OFFICIAL TRAVEL

Section 1 - Official Travel

- A. The Parties mutually agree to follow the policies and procedures defined in the Federal Travel Regulation (FTR): 41 CFR 300-304 and all applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- B. The Parties agree they will each be responsible for their own representatives' travel expenses.

ARTICLE 26 - PARKING AND TRANSPORTATION

Section- 1

The Department will follow the procedures defined by applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.

ARTICLE 27 - PERFORMANCE APPRAISAL

Section 1- Performance Appraisals

The Department will follow the procedures defined in applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.

Nothing in this Article shall be construed as an infringement of management's statutory rights under 5 U.S.C. § 7106.

ARTICLE 29 - SAFETY, HEALTH, AND ENVIRONMENT

Section 1 –Safety, Health and Environment

- A. The Department will provide a safe working environment for employees and will comply with all applicable provisions of the Occupational Safety and Health Act of 1970 (OSH).
- B. The Parties mutually agree that further Whistleblower Protections are afforded to employees under the Asbestos Hazard Emergency Response Act (AHERA); Clean Air Act (CAA); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); Federal Water Pollution Control Act (FWPCA); Safe Drinking Water Act (SDWA); Solid Waste Disposal Act (SWDA); and, Toxic Substances Control Act (TSCA).
- C. Consistent with 38 CFR 0.735-12(a), and solely for informational purposes:
 - (a) *Safety.*
 - (1) Employees will observe safety instructions, signs, and normal safety practices and precautions, including the use of protective clothing and equipment.
 - (2) An employee shall report each work-connected injury, accident or disease he or she suffers.

Section 2 - Statutory Preclusion

- A. Under the Statute, matters "specifically provided for by Federal statute" are expressly excluded from the definition of "conditions of employment" in 5 U.S. Code § 7103(a)(14)(C) and hence, are excluded from bargaining.

ARTICLE 30 - OCCUPATIONAL HEALTH

Section 1 - Policy and Purpose

- A. The Parties mutually agree the Department's Office of Occupational Safety and Health (OSH) will continue to provide oversight of the Department's OSH and Workers' Compensation programs in support of the Department's Designated Agency Safety and Health Official (DASHO). The Office of Occupational Safety and Health promotes effective program management throughout the Department.

Section 2 - Safety, Health and Environment

- A. The Office of Occupational Safety and Health will continue to partner with Department facilities, services and programs within the Department of Veterans Affairs, other Federal agencies, and organizations to promote safe and healthful workplaces and effective management of the workers' compensation program.
- B. The Office of Occupational Safety and Health will continue to administer events in support of workplace safety and workers' compensation programs. These events will include training, outreach, policy guidance, and, data management.
- C. Each employee has a responsibility for his/her safety and an obligation to observe established health and safety rules and precautions as a measure of protection for him/herself and others. Employees will not engage in wilful misconduct that causes or will likely cause the Department to be in violation of any rule, regulation, order, permit or license issued by a regulatory authority.
- D. Each employee will become familiar with and observe health and safety-related policies and procedures and guidelines issued by the Department, which are applicable to the employee's own actions and conduct. If the Department provides employees with safety equipment, personal protective equipment, or any other devices and procedures that the Department considers to be necessary for employee protection, the employees will use such equipment as directed by the Department.
- E. All VA employees, supervisors and management officials shall be required, at all times, to maintain a professional demeanor in the workplace and refrain from unprofessional conduct including, but not limited to: the use of abusive, aggressive, boorish, demeaning, hostile, insulting, intimidating, lewd, profane or threatening language; abusive, aggressive, boorish, demeaning, hostile, insulting, intimidating, lewd, profane or threatening behavior. Such behavior will be considered flagrant misconduct and subject the offender to disciplinary action as noted in Article 14 of this Agreement.

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, and recognizing that physical space is a scarce resource, local management will provide staff lounges, break rooms, or other similar space for employee use as resources permit.

ARTICLE 35 – TIME AND LEAVE AND HOLIDAYS

Section 1 - Purpose and Responsibilities

- A. Employees will accrue and use sick and annual and other types of leave in accordance with applicable statutes, OPM regulations, and this Agreement. When requesting leave, the rules and regulations pertaining to the type of leave requested apply.
- B. Every employee is responsible for keeping track of and reporting their hours worked and adhering to the absence and leave policies set forth by the Department for all types of leave. This includes requesting leave in advance, submitting accurate statements about leave and absences, submitting copies of military orders or certificates of attendance when received (i.e., well in advance of their effective dates), submitting medical certifications when requested, reporting and requesting advance approval of any outside employment during a period for which sick leave is requested, being knowledgeable of their individual leave accruals including knowledge of their maximum permissible annual leave carry-over balance to avoid forfeiture.
- C. 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. Every employee is responsible for initiating a leave request in a timekeeping procedure determined at the Department's discretion – currently the VA Time and Attendance system (VATAS) – in advance of leave usage or immediately upon return to duty, but no later than by the end of their tour of duty upon returning from unplanned leave.
- D. It is each Employee's responsibility to schedule and use annual leave in a timely manner to avoid forfeiting annual leave exceeding the maximum allowable carry over (also known as "use or lose" leave). Each Employee will monitor their Earnings and Leave statements to make advance requests for leave which comply with Department, OPM, and government-wide leave policies; and this Agreement.
- E. Supervisors and other leave approving officials (LAO) are responsible for administering leave and absence policies for their employees. Supervisors will advise their assigned employees on leave matters and ensure their adherence to applicable Department, OPM, and government-wide leave policies and procedures. Supervisors will notify the unit timekeeper of leave decisions so that accurate time and leave records are maintained.
- F. Supervisors have discretion to approve or deny requests for leave as well as to revoke approved leave and to recall an employee to return to work. LAOs (e.g. the employee's supervisor or designee) may take in to consideration work load requirements, operational needs, staffing levels, and other operational factors, in approving, denying, or revoking leave requests.

- G. Timekeepers are responsible for keeping accurate time and leave records and are under the supervision of their immediate supervisor for performance purposes. However, technical supervision of the unit timekeeper is provided by the Payroll Section, Fiscal Service, on matters pertaining to preparation, maintenance, and, timely submission of time and attendance reports for each employee concerned.
- H. The Department shall designate certain senior management officials, who shall be responsible for developing and administering time tracking, absence, and leave policies and procedures to facilitate the Department mission in a productive and cost-effective manner. These policies may be changed at any time.
- I. Employees should request, as far in advance as possible, approval of anticipated leave as further described in this Agreement.
- J. It is each employee's responsibility to schedule annual leave in a timely manner to avoid forfeiture of annual leave in excess of the maximum carry over (also known as "use or lose" leave). Each employee will monitor their bi-weekly leave statements in order to make advance requests for leave which comply with the terms of this Agreement.

Section 2 - Procedures

- A. Leave Days: both annual leave and sick leave are charged only for absence on regularly scheduled workdays. Leave is not charged for absence on holidays and non-workdays.
- B. Minimum Charge:
 - (a) Employees hired under Title 5 and Title 38 Hybrid appointments – the minimum charge to annual leave, sick leave, and leave without pay is in sixty (60)-minute increments. Exceptions may be made, in writing, at the supervisor's discretion for weather, metro delays, and other exigent circumstances.
 - (b) Registered Nurses (RNs), Advanced Registered Nurse Practitioners (ARNPs), Certified Registered Nursing Anesthetist (CRNAs), Physician Assistants (PAs), and Expanded-Function Dental Auxiliaries (EFDAs), are hired under Title 38 appointments – the minimum charge to annual leave, sick leave, and leave without pay is in sixty (60)-minute increments.
 - (c) Physicians, dentists, podiatrists, and optometrists hired under Title 38 Appointments: The minimum charge to annual leave, sick leave, and leave without pay is one (1) day.
- C. Granting Leave: An employee has a right to take leave, subject to the right of the supervisor to schedule the time at which leave may be taken. Requested leave is not

officially authorized and may not be used until approved in writing by the LAO. Employees taking leave without the LAO's written approval will be considered absent without leave (AWOL).

1. Leave may not be used until approved in the Department time keeping system by the employee's Leave Approving Official (LAO) – generally the employee's immediate supervisor or designee. Employees taking annual leave without the LAO's written approval will be considered absent without leave and subject to discipline.
 2. Supervisors, or designee, have the responsibility and sole discretion to approve or deny requests for leave, to revoke approved leave, and to recall an employee on leave to return to work. LAOs may take into consideration work load requirements, operational needs, staffing levels, and other considerations in approving, denying, or revoking leave.
 3. If the use of leave cannot be anticipated (e.g., unplanned sick leave), requests for approval shall go to the LAO as soon as the need for leave is known, but no later than two hours preceding the start of the employee's tour of duty, as recorded in the official Department time-keeping system. Should the employee be unable to reach the LAO, the employee must leave the LAO a voicemail, email, or text message, requesting the leave, including the anticipated duration of the leave and a contact number where they may be reached during the leave. The Employee is responsible for ensuring that their request has been received by the LAO and processed. In the case of unplanned sick leave, the employee may, at the LAO's discretion, be required to present certification of illness. A LAO shall not be required to certify a request for sick leave.
- D. Employees, including those in travel status, will earn and use annual leave in accordance with applicable laws, government-wide rules, regulations and Department policy, this Article and the Federal Travel Regulations (FTR).
- E. It is the responsibility of the employee to request leave as far in advance as possible. The absence of certain employees directly impairs the Department's ability to achieve its Mission. In such circumstances, employees may be required to request planned leave up to sixty (60) calendar days prior to the first date of requested leave.

Section 3 - Extended and Holiday Leave

- A. Extended leave requests (any request for annual leave for periods of five (5) or more consecutive workdays, or for one or more days immediately preceding or following a federal holiday, must be submitted: at least ninety (90) days in advance, or in

accordance with the leave request process required by the employee's office, whichever is longer. During periods of holidays, historic high leave use, or operational need, management may require that extended leave requests be submitted by a specific date.

Section- 4

- B. Because the Department's mission continues throughout the year, and due to high interest among Employees, subject to management discretion, Employees may not take more than five (5) consecutive days of annual leave per month during the months of: July, November, December, and January.
- C. Requests for annual leave during the months of November, December, and January must be submitted to the LAO no later than September 15th of the applicable year.

Section 5

- A. Advanced annual leave is not an entitlement. It is to be used only in extraordinary circumstances and is granted at the discretion of management. Employees may request advanced annual leave in accordance with OPM eligibility requirements and government wide rules.
- B. Any annual leave earned while an Employee is indebted to the agency for leave will be used first to repay the debt.
- C. Employees must repay any outstanding leave balance at the time of separation. No repayment is necessary if the separation is due to the employee's death or permanent disability.

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 applicable laws, government-wide rules, regulations, and Department Policy. The Parties agree the total annual cost for a single employee's uniform items may not exceed the values identified by Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement

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.

Section 3 - Police Uniforms

- A. Uniforms, including requirements, logistics and uniform allowances for police officers will be administered consistent with 38 U.S. Code § 903 and Department policy.
- B. 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 U.S. Code § 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

Uniforms, including requirements, logistics and uniform allowances for firefighters will be administered in accordance with Department policy, Fire Department Services at VA Medical Centers and Domiciliaries. The Department will provide an allowance for items not issued by the Department, in accordance with 5 U.S. Code §§ 5901-5903, other applicable laws, government-wide rules, regulations and Department policy. 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 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.

ARTICLE 40 - WITHIN-GRADE INCREASES AND PERIODIC STEP INCREASES

Section 1 - Pay Administration

- A. The Department will follow the procedures defined in applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- B. Nothing in this Article shall be construed as an infringement or waiver of management's statutory rights under 5 U.S. Code § 7106.
- C. This Article does not apply to employees appointed under 38 U.S. Code § 7401(a).

ARTICLE 41 - WORKERS' COMPENSATION

Section 1 –Worker's Compensation

- A. The Department will follow the procedures defined in accordance with applicable laws, government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.
- B. Nothing in this Article shall be construed as an infringement or waiver of management's statutory rights provided in 5 U.S. Code § 7106.

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, and the terms of this Agreement in their supervisory relationships with bargaining unit employees.

ARTICLE 43 - GRIEVANCE PROCEDURE

Section 1 - Purpose

- A. The purpose of this Article is to provide a fair, simple, standardized, and expeditious method for the processing and settlement of grievances between the Parties.
- B. The time period in which to file a grievance begins the day the alleged violation occurred. The Parties' discussions concerning the matter do not extend or toll the filing deadline.

Section 2- Definitions

- A. Consistent with 5 U.S. Code § 7103(a)(9), and for informational purposes only, a "grievance" means any complaint—
 - a. by any employee concerning any matter relating to the employment of the employee;
 - b. by any labor organization concerning any matter relating to the employment of any employee; or
 - c. by any employee, labor organization, or agency concerning
 - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. A Department supervisor or management official may file a grievance against the Union concerning any matter related to a claimed violation of: federal statute, regulation, government wide rule, Department policy, or this Agreement.
- C. The term "grievant" in this Article refers to the aggrieved Party, which is the bargaining unit employee, the Union, or the Department.

Section 3 - Exclusions

- A. In accordance with 5 U.S. Code § 7121(c) and for informational purposes only, the following are excluded from the negotiated grievance procedure:
 - any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);

retirement, life insurance, or health insurance;

a suspension or removal under section 7532 of this title;

any examination, certification, or appointment; or

the classification of any position which does not result in the reduction in grade or pay of an employee.

- B. For purposes of Section C, and for informational purposes only, the term “professional conduct or competence” means any of the following:
1. direct patient care.
 2. clinical competence.
- C. In accordance with 38 U.S. Code § 7422, and for informational purposes only, the following are excluded from the negotiated grievance procedure for title 38 employees listed in 38 U.S. Code § 7401(1) Any matter or question concerning or arising out of:
1. professional conduct or competence;
 2. Peer review; or
 3. The establishment, determination, or adjustment of employee compensation under this title (Title 38).
- D. All policies, practices, procedures, matters and decisions related to the exercise of Management Rights under 5 U.S. Code § 7106(a) are excluded from negotiated grievance procedures including, but not limited to, the following:
1. Notices of expected behavior of any kind including, but not limited to: warnings; counseling; letters of expectation; and leave restriction letters;
 2. Discipline, adverse actions or major adverse actions, including written notice of proposed disciplinary procedures and decisions to: reprimand, demote, suspend (with or without pay), remove or terminate an employee for misconduct or unacceptable performance;
 3. Matters related to the content and rating of a performance appraisal or proficiency, including performance-based actions;

4. Disputes regarding any form of incentive pay, including cash awards; quality step increases; and recruitment, retention, or relocation payments;
5. Non-selection for promotion;
6. Decisions regarding the granting, failure to grant, or amount of an award or incentive;
7. The separation of an employee during his or her probationary period;
8. Filling of supervisory or other positions outside the Union bargaining unit;
9. Disputes regarding the termination of temporary or term employees, including, but not limited to, a failure to provide two (2) weeks advance notice;
10. Disputes over appointments or advancements for Title 38 hybrid employees appointed under the authority of 38 U.S. Code § 7401(3) or 38 U.S. Code § 7405(a)(1)(B);
11. Disputes related to working conditions, including physical space moves and office furniture placement within the same duty station, and parking;
12. Disputes regarding leave and any Department required notices associated with leave, including, but not limited to: annual leave, sick leave, and leave without pay (LWOP);
13. Disputes regarding overtime work, holiday work, and compensatory time;
14. Disputes regarding within grade increases or career ladder promotions; and,
15. Disputes regarding training opportunities.

E. All policies, practices, procedures, matters and decisions related to Grievances on the following matters are excluded by this Agreement:

1. Matters adjudicated by or appealable to, by statute, regulation or policy, to a third party, such as the Merit Systems Protection Board (MSPB), Equal Employment Opportunity Commission (EEOC), U.S. Department of Labor (Worker's Compensation), or appealable under the Administrative Grievance Procedure (AGP).
2. Disputes regarding any request, grant, denial, tracking, or use of Taxpayer-Funded Union Time (TFUT) and Leave Without Pay for Union Activities (LWPUA);

3. Claims alleging wage and hour violations, to include violations under the Fair Labor Standards Act (FLSA), 29 U.S. Code § 201 and Federal Employee Pay Act (FEPA) subchapter IV of 38 U.S. Code;
4. Decisions of a Nurse Professional Standards Board (NPSB), including reconsiderations;
5. Disputes regarding whether these exclusions apply to an identified grievance; and,
6. Disputes over the Department's response to union Requests for Information (RFI) or Freedom of Information Act (FOIA) requests.

Section 4 - Election of Remedy

An employee may, at his or her option, individually or through his or her exclusive representative, raise a grievance (of a type not excluded by this Agreement) under either a statutory appeal procedure or the grievance procedure but not both. This choice of remedy shall not exist for issues excluded from this negotiated grievance procedure as they are excluded from the negotiated grievance process altogether. An employee shall be deemed to have exercised his or her option under either a statutory procedure or a negotiated procedure at such time the employee or the Union timely initiates an action under the applicable statutory procedure or timely files a negotiated grievance, in writing, according to this Article, whichever occurs first. Similarly, an employee affected by a prohibited personnel practice under 5 U.S. Code § 2302 (b)(1), which lists types of discriminatory personnel practices, may raise the matter under a statutory procedure, or the negotiated procedure, but not both.

Section 5 - General Provisions

- A. Level of Recognition: Council President or designee or the Director of the Office of Labor-Management Relations or designee will file all grievances, including Union and Department grievances, at the National level of recognition. No provision of this Article shall curtail an individual employee's right to file a grievance without Union representation.
- B. Union Representation: A Union representative who has been properly designated as a Union representative may represent a bargaining unit employee in the negotiated grievance procedure subject to the provisions in this Agreement regarding the use of Taxpayer-funded Time for Union Activities and Leave Without Pay for Union Activities. This representative must be designated by the Council President, or designee, and must be identified on the grievance form located in the Appendix to this Article.
- C. Informal Resolution: Informal methods of resolution (i.e. discussions between the grievant and the deciding official) are available to the Parties if mutually desired,

however these informal discussions are not mandatory and will not toll grievance timelines.

- D. Grievance Form/Delivery: The Parties agree to use the grievance form (the Appendix to this Article), filed electronically to either the Department's Executive Director of Labor and Management Relations or to the Council President to file a grievance.
- E. All Employee grievances must be delivered to the AFGE Council President (or designee) for delivery to the Executive Director of Labor-Management Relations or designee for Departmental review. The Union point of contact shall also concurrently email a copy of the grievance to the employee's supervisor, for their information. The Department will decide if an employee grievance should be decided at the national or local level and will notify the Council President of the venue.
- F. Incomplete grievance forms will not be reviewed. A delivery receipt email will serve as the certificate of service and confirm the date received.
- G. Grievance Composition: All grievances shall include the following information:
 - 1. Name of Grievant;
 - 2. The type of grievance being filed;
 - 3. The Grievant's Union representative if any;
 - 4. The date of the alleged grievance;
 - 5. Clearly state the factual basis for the grievance including enough information for the deciding official to understand the reason for the grievance and to make an informed decision. The grievant shall disclose all issues, concerns and information which is releasable and which they reasonably believe to be relevant to the grievance. Failure to identify an issue or other information on the grievance form will preclude that issue(s) and/or related information from being submitted to and considered by an arbitrator);
 - 6. Cite the specific Article(s) and Section(s) of this Agreement, regulation, or law alleged to have been violated or misapplied, and any act giving rise to the grievance; and explain in detail how the referenced Section(s) and Article(s) in the Agreement, regulation or law were violated or misapplied;
 - 7. Clearly specify the remedy sought;
 - 8. Identify if a grievance conference is being requested;

9. Be signed by the grievant(s) or the Union representative filing the grievance on behalf of the employee or on its own behalf;
10. Include the grievance form (when filed by a BUE or the Union) and all other relevant documentary evidence and written responses that will be offered to support the grievance.
11. Be signed by the grievant or their designated representative.

H. Rejection of Grievance and Allowance for Correction – Grievances may be rejected for:

1. Not clearly stating the factual basis of the grievance, or providing insufficient information for the deciding official to understand the basis for the grievance and make an informed decision;
2. Not citing the specific Article(s) and Section(s) of this Agreement, regulation, or law alleged to have been violated or misapplied and any act giving rise to the grievance; and explain how the referenced Section(s) and Article(s) in the Agreement, regulation or law were violated or misapplied; and/or,
3. Not clearly specifying the remedy sought.

I. Denial of Grievance: Grievances will be denied without recourse, if:

1. Filed untimely;
2. Improperly filed by someone other than the Council President or designee, when the grievance is filed by the Union or by an employee citing Union representation;
3. Drafted to include issues that are excluded from this negotiated grievance procedure under this Article.

J. Grievance Decisions: All grievance decisions by the deciding official will:

1. Be in writing and state the issue being grieved; and
2. Provide a summary of the findings, and the rationale for the decision.

K. Issues of grievability and arbitrability can be raised at any time up to, and including, Arbitration.

- L. When the grievant is represented by the Union, the arbitrator's decision shall be presented to the Department, the designated Union representative and the grievant.

Section 6 - Employee Grievance Procedure

- A. Timeframe: A grievance shall be filed within seven (7) calendar days after either the incident giving rise to the grievance.
- B. Deciding Official: All grievances shall be filed with the Council President or designee and the Executive Director of Management-Labor Relations or designee. The Department reserves the right to designate deciding officials.
- C. Employee Election of Representation: On the Grievance Form in the Appendix at the end of this Article, the employee must designate whether they are electing to be represented by the Union or whether they choose to represent themselves. If a bargaining unit employee elects to represent him/herself, they must forward a copy of their grievance to the Council President and the Executive Director of Office of Management-Labor Relations or designee. All grievances, including those filed by individuals, must be filed at the National level of recognition.
- D. Grievance Decision: The deciding official or designee will generally issue a written decision within seven (7) calendar days after receipt of the grievance.
- E. Group Grievances: When two (2) or more employees initiate separate grievances involving the same facts or events arising out of the same incident, the Department may consolidate the grievances and process them through the grievance procedure as a single grievance.

Section 7 - Invocation to Arbitration

- A. The Union or Department may refer a grievance to arbitration.
- B. Invocations to arbitration will be made in writing within seven (7) calendar days from the date the disputed grievance decision was issued by the Deciding Official. All invocations will be made at the National level of recognition.

Section 8 - Computing Time Periods

In computing time periods for the purposes of this Article, the first day in the count will be the calendar day following the date of the act or event (e.g., the day after the employee received a final decision to take discipline or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, or a federal holiday, that day shall not be counted, and the last day will be the next regular work day. Days when the Department's offices are closed due to weather or emergency, but employees are authorized to telework, will be considered regular weekdays for purposes of the count.

Article 43: Appendix A - GRIEVANCE FORM
Department of Veterans Affairs and AFGE

- [illegible]

6. Remedy Requested:

7. Relevant Attachments/Supporting Evidence: _____

Grievant/Designated Representative Signature

Date

List of Attachments/Supporting Documents:

- 1.
- 2.
- 3.

All Employee Grievances must be delivered by the AFGE Council President (or designee) for delivery to the Executive Director of Labor-Management Relations or designee for Department processing.

The grievant's immediate supervisor (or the management official involved in the incident giving rise to the grievance) must be given a copy of this completed grievance form when the form is delivered by the AFGE Council President to the Executive Director of LMR.

Note: Additional sheets of paper may be attached to this form as necessary. Each additional sheet should be appropriately labeled.

ARTICLE 44 – ARBITRATION

Section 1 - Notice to Invoke Arbitration General

- A. This Article shall be administered in accordance with the FSLMRS, and this Agreement. This Article establishes the procedures for the Arbitration of disputes between the Union and the Department, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 43 - Grievance Procedure of this Agreement.
- B. The Department agrees to the inclusion of this article, in accordance with 5 U.S. Code § 7121(b)(2)(A).

Section 2 - Designation of Arbitrator and Site of Hearing

- A. The Parties agree to the following procedures to designate arbitrators to be used for all disputes properly referred by either Party for disposition under the provisions of this Article.
- B. The party invoking arbitration (moving party) shall request a list of fourteen (14) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by submitting an appropriate request to the FMCS including payment of any panel fee within five (5) calendar days after the date arbitration is invoked. The Party requesting the panel list shall specify that the arbitrators be members of the American Arbitration Association (AAA). The moving party will request that the FMCS serve a copy of the panel list on both Parties (Union and Department).
- C. The site of the dispute for grievances will be Washington D.C., unless otherwise determined by the Department's Director of Labor and Management Relations. If not held in Washington, D.C., hearings will be held within the commuting area of the site of the dispute. For employees whose official duty station is their home, due to a telework agreement, the site of the dispute will be the official duty station where the employee would otherwise be assigned. Each party will be responsible for any travel-related expenses and per diem associated with travel to the location of the hearing for its representatives and witnesses.
- D. Within ten (10) calendar days after receiving the list of arbitrators from the FMCS, the Party not invoking arbitration shall select the arbitrator from the list of fourteen (14) arbitrators provided by FMCS.
- E. The moving Party may make a direct designation of an arbitrator to hear the case on the eleventh (11th) calendar day after receiving the list if the other Party has not yet selected an arbitrator. If neither Party selects an arbitrator within twenty (20) calendar days of receiving the list, the grievance is considered withdrawn with prejudice.

- F. The arbitrator selected must be contacted by the party invoking arbitration within five (5) calendar days after the notification of selection to request a hearing date.

Section 3 - Costs of Arbitration

- A. The party invoking arbitration (moving party) will bear all fees and costs of the arbitration, including but not limited to, obtaining a list of arbitrators, arbitrator fees and expenses, and reasonable attorneys' fees even if the other party demands a bifurcated hearing.
- B. In the event the parties mutually agree to postpone, delay or cancel an arbitration, the grieving party must pay any fees charged by the arbitrator for such cancellation.

Section 4 - Combining Arbitration Cases

- A. In the interest of cost reduction, efficiency and quicker resolution, the parties will give serious consideration to: (1) combining hearings when the site of disputes is the same and there is a similarity of facts, law, or witnesses, or (2) seeking third party mediation from FMCS or FLRA's Collaboration and Alternative Dispute Resolution Office (CADRO) to pursue settlement.

Section 5 – Authority and Decision of the Arbitrator

- A. The arbitrator shall have the jurisdiction and authority to hear and decide the arbitration assigned to him/her except:
 - 1. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.
 - 2. The arbitrator will have no authority to address any matters excluded from the grievance procedure regardless of the specific allegation(s) or issue(s) raised.
 - 3. The arbitrator will have no authority to consider new issues, allegations, arguments, and defenses raised by the grievant that he or she had not specifically and previously raised, in writing, in the formal grievance. References to an alleged violation of a contract Article of this Agreement or to issues, allegations, or defenses, without reference to the underlying facts supporting the assertion, shall not be arbitrable.
- B. The grievant (i.e., moving party), has the burden of proof regarding the merits of the grievance by clear and convincing evidence, unless otherwise required by statute.
- C. In making awards, the designated arbitrators shall be bound to apply, as necessary, the provisions of law and the standards for review provided in applicable laws,

government-wide rules, regulations and Department policy. For purposes of this Agreement, the term "Department policy" shall be defined as directives, handbooks or regulations issued by the Secretary or designee. The Department may change policy during the term of this Agreement.

- D. Any disputes regarding arbitrability will be resolved in accordance with this Article's Section 6.
- E. The arbitrator's decisions will be final and binding, except as altered on appeal or as provided by law.

Section 6 – Arbitration Procedures

- A. A grievance may be referred to arbitration by either party within seven (7) calendar days of an unfavorable grievance decision. If no grievance decision is issued by the deciding official within twenty-one (21) days of the grievance submission, either party must request arbitration within twenty-eight (28) calendar days after submission of the grievance. The right to invoke Arbitration is limited to the Union and the Agency at the National Level. An individual employee may not independently invoke any of the provisions of this Article.
- B. The party invoking arbitration shall notify the other party of its intent to invoke the provisions of this Article. Such notification shall be in writing and will include a copy of the grievance being arbitrated, and the decision, if any. The notice shall also designate the name of the representative of the moving Party and be signed and dated by the Council President or designee, or the Department's Director of Labor and Management Relations or designee. Notification by either party of its invocation to arbitration will be by email with delivery receipt confirmation. Failure to timely serve an invocation will result in the invocation being untimely, and the grievance and all claims contained in the grievance shall be considered withdrawn with prejudice.
- C. If a Party considers a grievance to be non-grievable or non-arbitrable, that issue shall be raised and determined as follows:
 - 1. If a Party challenges the grievability or arbitrability of a grievance for any reason, the case shall be bifurcated. The arbitrability/grievability issue shall be decided by a threshold issue arbitrator who shall then be disqualified from hearing the arbitration (if any) on the merits of the grievance. The threshold question of grievability and arbitrability shall be reviewed by the submission of written briefs only.
 - 2. The cost of the threshold issue arbitrator shall be borne by the Party who invoked arbitration (the moving party) but will be selected from the original list of arbitrators submitted by the FMCS by the Party against whom the grievance was originally submitted.

3. All questions of grievability and arbitrability shall be resolved before a hearing on the merits of the case is scheduled. The standard of proof for grievability and arbitrability shall be substantial evidence, unless otherwise required by statute. A hearing on the grievance merits shall not commence prior to receipt of the arbitrator's decision on the threshold issue.
4. The threshold issue arbitrator shall have final authority to make all determinations regarding grievability and arbitrability.
5. If the threshold decision of arbitrability/grievability is not decided in favor of the Party challenging, within ten (10) calendar days after receiving the decision of the threshold issue arbitrator, the Party not invoking arbitration shall select an arbitrator from the original list obtained by FMCS.
6. The moving Party may designate the arbitrator to hear the case on the eleventh (11th) calendar day after receiving the list if by that date the other Party has not selected an arbitrator. If neither Party selects an arbitrator within twenty (20) calendar days of receiving the list, the grievance is considered withdrawn, with prejudice.
7. The arbitrator selected must be contacted by the party invoking arbitration within five (5) calendar days after the date of notification of selection to pursue a hearing date. If the moving party fails to notify the arbitrator and pursue an arbitration hearing date within the above timeframes, the grievance is considered withdrawn with prejudice.

D. Submission Agreement:

1. If a grievance merits arbitrator is selected, the Parties shall meet and confer to attempt to agree on a submission format which shall include a statement of the issue(s) and proposed exhibits and stipulations. The moving Party will ensure the other Party has received the grievance, any grievance decisions issued, and a copy of the invocation, in preparation for the meeting. If the other Party is missing documents, the moving Party will provide them at least two (2) calendar days in advance of the meeting.
2. The Parties may attempt to settle the matter at any time.
3. Absent settlement, the Parties shall prepare a joint letter submitting the matter in dispute to the grievance merits arbitrator. In the event the Parties cannot agree on the issue submitted or the format in which to present their case, each shall formulate its own presentation of the issue(s) and submit it to the grievance merits arbitrator. Thereafter, the Parties may request to meet jointly with the designated grievance merits arbitrator to attempt to resolve any differences and, where possible, execute a submission

agreement reflecting any such understanding(s) reached. In the event the Parties cannot decide, the grievance merits arbitrator may decide the issue(s).

4. A joint exhibit list, witness list, and any stipulations shall be signed by the parties and attached to the submission agreement, which upon completion shall be delivered by the moving party to the grievance merits arbitrator no later than ten (10) calendar days prior to the grievance merits hearing.
- E. The scope of the grievance merits arbitration must be set forth in the grievance form and in the responses. Copies of any documents filed with the grievance merits arbitrator at any stage of the arbitration proceeding shall be simultaneously served on the other party.
- F. Any communication with the grievance merits arbitrator shall include both Parties. Ex parte communications are not allowed.
- G. Each Party shall be responsible for securing its respective witnesses.
1. The grievant, grievant's representative, and Union witnesses who are Department employees, if any, may be granted time to participate in accordance with Article 48 - Taxpayer-Funded Union Time and Leave Without Pay for Union Activities.
 2. A written list of each Party's prospective witnesses shall be exchanged at least ten (10) calendar days prior to the hearing date, briefly identifying the relevance of the testimony expected from each witness. Either party may object to the other party's witnesses on the grounds that the witness' proffered testimony is not relevant or probative. The grievance merits arbitrator will be requested to resolve the disputes over the other party's witnesses by a conference call with the parties at least five (5) calendar days prior to the hearing.
 3. The Department shall make all reasonable efforts to ensure that witnesses requested by the grievance merits arbitrator who are employed by the Department are granted time in accordance with Article 48: Taxpayer-Funded Union Time and Leave Without Pay for Union Activities. However, the Union is responsible for notifying the employee-witness's supervisor of the date and time of the hearing and the approximate time the employee will be needed to testify. The Department advocate will be copied on all communications. Testimony may be in-person or by videoconference or by telephone.
- H. The grievance merits arbitration hearing shall be conducted between the hours of 8:00am to 4:00pm Monday through Friday, unless the parties agree otherwise. The

parties may agree to continue the hearing beyond 4:00pm but will not be compelled to do so.

- I. The grievance merits arbitrator will be requested to issue his/her award promptly and normally no later than thirty (30) calendar days after the conclusion of the hearing or after the final date for the filing of post hearing briefs, if any. The grievance merits arbitrator will issue a full written opinion, identifying all significant issues and issues of first impression, unless the Parties mutually agree otherwise.
- J. The appropriate Party will take the actions upon receipt of the final award within thirty (30) calendar days, unless the Party files an exception or appeal within the appropriate time limits established by applicable laws, government-wide rules, regulations and Department policy.
- K. If no exception or other appropriate legal action is filed within the time limit established by applicable laws, government-wide rules, regulations and Department policy, the invocation will be considered withdrawn, with prejudice, by the moving Party.
- L. The failure of the moving Party to adhere to the time requirements of this Article, or failure to take reasonable and definitive steps to expeditiously pursue the arbitration procedures by having a hearing scheduled to be held within ninety (90) days of the case being invoked, will result in automatic dismissal of the grievance from arbitration and foreclose further processing. Any case not scheduled for a hearing within ninety (90) days of invocation will be considered withdrawn, with prejudice, by the moving Party.
- M. In computing periods of time for the purposes of this Article, the first day of counting will be the day following the date of the act or event (e.g., the day after the employee received a final decision to take discipline or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, or a federal holiday, that day shall not be counted, and the last day will be the next regular work day. This recognizes that days the Department's office may be closed due to weather or emergency, but if employees are authorized to telework, such days will be considered regular calendar days for purposes of the count.

Section 7 - Transcription

The party requesting transcription will provide and pay for a certified court reporter and copies of the transcript(s). The party requesting transcription will ensure that each party (and the grievance merits arbitrator) is furnished a copy of the transcript in electronic or hard-copy form.

Section 8 - Exceptions

- A. Where the grievance merits arbitrator's award is binding on the parties thereto, the Department and the Union retain their rights to file exceptions to an award as provided by law.
- B. The Parties mutually agree that for any award, by an arbitrator or court, involving one Party paying attorney's fees to the other Party, the amount of attorney's fees awarded shall be only for hours reasonably expended, at a reasonable rate (not to exceed \$100/hour), shall not exceed the amount of time spent on necessary legal services, and shall not include payment for any services which a union steward or non-attorney could perform. The award of attorney's fees to the Department shall be calculated at the hourly rate of the Department attorneys based upon their total salary and benefits.

Section 10 - Union-Reimbursement for the Time of Supervisors and Management Officials

- A. Union-Reimbursement for the Time of Supervisors and Management Officials shall be defined as payment by the Union to the Department for time spent by Department employees, supervisors or management officials who - at the demand of the Union - are required to cease providing medical care or other Veteran services, administrative responsibilities or other Departmental duties to prepare for, and engage in Union-demanded activities such as grievances, disciplinary appeals, or arbitration.
- B. Union-Reimbursement for the Time of Supervisors and Management Officials shall be limited to the salary and benefits costs of affected officials for time spent in preparation for, and engagement in, Union-demanded activities, printing costs and associated travel and per diem costs. If any preparation or engagement time falls outside an employee's, supervisor's, or management official's regular tour of duty, the Department shall be entitled to charge an overtime premium of 1.5 times normal compensation and benefits for that time.
- C. Department employees, supervisors and management officials shall track their time and expenses while engaged in activities related to Union demands. A designated Department official shall submit an invoice within thirty (30) calendar days of the final day of expense to the Council President. The Union shall remit payment within thirty (30) calendar days.
- D. The Union may dispute the accuracy of each invoice by submitting to binding arbitration, the cost of which shall be borne by the Union. On the date the written notice of dispute is received, the debt shall remain in abeyance until settled by binding arbitration.
- E. If the invoice remains unpaid after thirty (30) calendar days, the Department will usually provide a five (5) calendar day grace period before imposing a late-payment

fee of 5%. An additional 5% of the balance late-payment fee shall be charged every thirty days thereafter. If the balance remains undisputed and unpaid after 180 days, the Department shall garnish the balance owed at that time from dues allotments withheld from Union members.

ARTICLE 45 - DUES WITHHOLDING

Section 1 - Eligibility and Assignment

- A. To make a voluntary allotment for the payment of Union dues, an employee must:
1. Be an employee in the unit covered by this Agreement;
 2. Have a regular net salary, after other legal and required deductions/garnishments, sufficient to cover the amount of the authorized allotment for dues;
 3. Have no other current allotment for the payment of dues to a labor organization;
 4. The employee must personally submit a written VA Dues Allotment Form, which is attached as Appendix A to this article. The employee must personally submit the completed VA Dues Allotment Form to their Labor Relations dues point of contact. The Parties specifically recognize the Supreme Court holding in the Janus case which protects non-union employees in the bargaining unit from involuntary payment of fees to the Union.

Section 2 Precedence of Payment

The Department shall deduct dues only for those pay periods where the employee's net salary, after other legal and required deductions, is enough to cover the amount of the authorized allotment for dues.

Section 3 - Limitation of Allotment

An employee may authorize an allotment of only those dues which are the regular and periodic dues required and certified by the Union for that employee. Initiation fees, special assessments, back dues, fines, and similar items are not considered dues and shall not be deducted.

Section 4 - Processing of Dues Deduction

- A. The Department shall withhold dues on a biweekly basis conforming to the regular pay period. The Department will begin deducting such dues as soon as operations allow.
- B. If the Union votes to increase/decrease dues, each employee must resubmit a VA Dues Allotment Form. The Department shall thereupon begin to deduct the new dues as soon as operations allow. The first anniversary of an employee's first VA Dues Allotment Form, as required by statute, will start the seven (7) day period in which an employee must affirmatively renew his or her dues allotment by

submitting to the Labor Relations dues point of contact an annual VA Dues Allotment Form for dues to continue to be allotted to the Union after that date.

Section 5 - Assignment Revocation

- A. If an employee fails to submit his or her annual VA Dues Allotment Form or revokes his or her authorization for the Department to deduct Union dues from their pay, the Department will stop deducting such dues as soon as federal law and Department operations allow.
- B. Consistent with 5 U.S. Code § 7115(a), and strictly for informational purposes: "If an agency has received from an employee in an appropriate unit a written assignment which authorizes the agency to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the exclusive representative of the unit, the agency shall honor the assignment and make an appropriate allotment pursuant to the assignment. Any such allotment shall be made at no cost to the exclusive representative or the employee. Except as provided under subsection (b) of this section, any such assignment may not be revoked for a period of 1 year."
- C. An employee's dues allotment shall immediately terminate upon the following conditions:
 - a. When an employee is temporarily or permanently assigned out of the bargaining unit;
 - b. After the initial twelve (12) month assignment period, unless affirmatively renewed by submission of a VA Dues Allotment Form;
 - c. Upon submission of an SF-1188 consistent with federal law; or,
 - d. If exclusive recognition ceases to exist for the covered unit;
- D. Upon revocation of allotment, or an employee complaint, the Union shall inform all employees of their obligation to provide certain procedural safeguards, including: (1) an agency fee audit; (2) an opportunity to challenge the fee before an impartial decision maker; and (3) the right to escrow a challenged fee.
- E. The Department shall review all current dues allotments to ensure that all dues withholdings conform to federal law and this Agreement and to correct any errors.

Section 6 - Annual Dues Allotment Renewal

- A. A dues allotment authorization shall last the lesser of twelve (12) months or the minimum period allowed by law, government-wide rule, regulation, and VA

Handbook and Directive. Employees must affirmatively renew their dues allotment authorization upon expiration of an authorization. To renew the allotment, an employee must submit an appropriate written VA Dues Allotment Form to the Labor Relations dues point of contact, within the seven (7) calendar-day period ending upon the anniversary date of the first deduction.

- B. The Labor Relations Officer, or designee, shall notify the Union of VA Dues Allotment Form renewals submitted by its members no later than thirty (30) workdays after receipt of a renewal.

Section 7 - Termination of VA Dues Allotments

- A. If exclusive recognition should cease to exist for the covered unit, all assignments and allotments shall be immediately terminated.
- B. If the Authority determines the bargaining unit is not appropriate, all assignments and allotments shall be immediately terminated.
- C. In addition, the Department shall terminate an individual employee's dues allotment when:
 - 1. The employee ceases to be a member in good standing of the Union;
 - 2. The employee is reassigned or transferred out of a bargaining unit, or otherwise excluded from the bargaining unit;
 - 3. The employee is retired from the Department; or
 - 4. The employee is separated from the Department.
- D. Termination of allotments as required in (A) and (B) shall be effective on the first full pay period following receipt and necessary processing of the appropriate notice by the designated Human Resources dues point of contact. Terminations as required by (C) and (D) shall be effective as of the date of separation. However, when separation occurs during a pay period, the Department shall withhold the allotment from the employee's salary for that pay period.

Section 8 - Union Responsibility

It is the responsibility of the Union to:

- A. Certify on the VA Dues Allotment Form the amount of dues to be withheld each pay period;

- B. Certify to the designated Human Resources point of contact the change in the amount of Union dues after the Union has voted to increase or decrease membership dues (changes can be made only once every twelve (12) months and will not be implemented until the first complete pay period following the 30 calendar days after receipt of the notice of change);
- C. Promptly notify the Human Resources Union dues point of contact when an employee with an allotment ceases to be a member in good standing with the Union;
- D. The Union shall provide each bargaining unit employee, annually, with a written copy of any financial audit or other reports required by federal law to be filed with the U.S. Department of Labor;
- E. The Union shall provide promptly refund any erroneous remittance to the Department; and timely notify the Labor Relations dues point of contact when any changes occur;
- F. The Union shall, annually on or before January 10th, provide all bargaining unit members with detailed information on:
 - 1) the process to decertify the union as the exclusive representative, and
 - 2) a notice of opportunity to decertify the Union;
- G. The Council President or designee shall make the necessary certifications required by this Section for the Union; and,
- H. All employee dues allocated to the union shall be deposited in to a single account identified by the Union, and the Department will publish a monthly report of the total dues and dues contributed from each VA local.

Section 9 - Responsibility of the Department

- A. It is the responsibility of the Department to Ensure payment of properly allotted dues to the Union's account.
- B. If an employee authorizes the deduction of union dues from their pay, the Department is obligated to withhold the amount from the employee and pay it to the Union. However, the payment of dues is a personal obligation of the employee, and where the Department wrongfully fails to withhold the dues and later reimburses the Union pursuant to the settlement of unfair labor practice charges, the Department may collect the dues from the employee.

APPENDIX A TO ARTICLE 45: VOLUNTARY ALLOTMENT OF UNION DUES

VA Dues Allotment Form

Privacy Act Statement

Section 5525 of Title 5 United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to request that labor organization dues be deducted from your pay and to notify your labor organization of the deduction. Completing this form is voluntary, but it may not be processed if all requested information is not provided. This record may be disclosed outside your agency to: 1) the Department of the Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriate Government agency if the Government is party to a legal suit; 4) an appropriate law enforcement agency if we become aware of a legal violation;

5) an organization which is a designated collection agent of a particular labor organization; and 6) other Federal agencies for management, statistical and other official functions (without your personal identification). Executive Order 9397 allows Federal agencies to use the social security number (SSN) as an individual identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that payroll deductions cannot be processed. Your agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.

1. Name of Employee (*Print or Type-Last, First, Middle*)

2. Employee Identification Number (*SSN or Other*)

3. Timekeeper Number _____

4. Home Address (*Street Number, City, State and ZIP Code*)

5. Name of Agency (*Include Bureau, Division, Branch or Other Designation*)

Section A – For Use By Labor Organization

Name of Labor Organization (*Include Local, Branch, Lodge or Other Appropriate Identification*)

I hereby certify that the regular dues of this organization for the above-named member are currently established at \$ _____ per

(biweekly pay period) (calendar month). (*Strike out whichever period is not appropriate, based on arrangement with the employee's agency.*)

Signature and Title of Authorized Official

Date (*Month, Day, Year*)

Section B – Authorization By Employee

I _____ hereby state that this Statement is TRUE and CORRECT. That I have been informed of my rights as a federal employee under 5 U.S. CODE § 7102, specifically:

1. I have the right to freely decide whether or not to join the Union, and the law guarantees I may make that decision voluntarily and without fear of penalty or reprisal.

Employee Initials: _____

2. That if I decide not to join the Union, I am still covered by the collective bargaining agreements negotiated between the Department of Veterans Affairs (VA) and the American Federation of Government Employees (AFGE) and entitled to enjoy the benefits of the collective bargaining agreement (such as Union representation in disputes with management), despite not joining the Union.

Employee Initials: _____

3. I have been informed that if I choose not to join the AFGE, that I am not eligible to participate in Union elections, meetings, votes, or other Union activities.

Employee Initials: _____

4. I have been informed that the AFGE may not discipline non-member VA employees.

Employee Initials: _____

5. I have been informed that if I decide to join the Union, I will undertake a legal obligation to allow AFGE to deduct, for a minimum of twelve (12) months, Union dues from my paycheck, and the Union may increase my dues without my consent.

Employee Initials: _____

6. I have been informed that my payroll deduction for Union dues will lower my take-home pay.

Employee Initials: _____

7. I affirm that no Union official, representative or member has falsely represented to me that joining the Union is a requirement of my employment.

Employee Initials: _____

8. I affirm that no Union official, representative or member has falsely represented to me that joining the Union is required to enjoy the benefits of Union representation in disputes with management as well as other benefits of the collective bargaining agreement (also known as the Master Agreement).

Employee Initials: _____

9. I understand I may not cancel the deduction from my paycheck of Union dues prior to twelve (12) months from the day I join.

Employee Initials: _____

10. I have received no financial incentive or payment from AFGE to become a dues-paying member.

Employee Initials: _____

11. I have been informed that if I decide not to join the AFGE now, I may join at any time in the future.

Employee Initials: _____

I hereby authorize the above-named agency to deduct from my pay each pay period, or the first full pay period of each month, the amount certified above as the regular dues of the (Name of Labor Organization):

_____ and to remit such amount to that labor organization in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be deducted which is certified by the above-named labor organization as a uniform change in its dues structure.

I understand that this authorization, if for a biweekly deduction, will become effective the pay period following its receipt in the payroll office of my employing agency. I further understand that Standard Form 1188, Cancellation

of Payroll Deductions for Labor Organization Dues, is available from my employing agency, and that I may cancel this authorization by filing Standard Form 1188 or other written cancellation request with the payroll office of my employing agency. Such cancellation will not be effective, however, until the first full pay period which begins on or after the next established cancellation date of the calendar year after the cancellation is received in the payroll office.

Contributions or gifts (including dues) to the labor organization shown at left are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Employee

Date (Month, Day, Year)

FOR COMPLETION BY AGENCY ONLY- The above-named employee and labor organization meet the requirements for dues withholding. (Mark the appropriate box. If "YES", send this form to payroll. If "NO", return this form to the labor organization.)

Yes	No

1-Agency Copy 2-Labor Organization Copy 3-Employee Copy

ARTICLE 46 - LOCAL SUPPLEMENT

Section 1 - Local Supplemental Agreements

Local supplemental agreements pre-dating this Agreement shall terminate upon the effective date of this Agreement. There will be no local supplemental agreements negotiated under this Agreement.

Section 2 - Written Memoranda of Understanding/Memoranda of Agreement

- A. All Memoranda of Understanding and Memoranda of Agreement at any levels that pre-date this Agreement shall terminate upon the effective date of this agreement.
- B. Terms and conditions of future Memoranda of Understanding and Memoranda of Agreement will be determined exclusively at the national level.

Section 3 Past Practices

All past practices, formal and informal, shall be extinguished upon the effective date of this Agreement.

ARTICLE 48 TAXPAYER-FUNDED UNION TIME AND LEAVE WITHOUT PAY FOR UNION ACTIVITIES

Section 1 - Policy Statement

- A. The Parties mutually agree that the mission of the Department is to honor and keep President Abraham Lincoln's promise: "To care for him who shall have borne the battle, and for his widow, and his orphan" by serving and honoring the men and women who are America's Veterans.
- B. The primary responsibility of VA employees who serve as Union officials is to discharge the duties of the VA position to which they have been assigned. However, the Department recognizes that VA employees who serve as Union officials also have responsibilities associated with their Union position. Accordingly, this Article is intended to define processes by which the Union may discharge its statutory duties to bargaining unit members without unduly compromising the Department's mission and unnecessarily diverting appropriated taxpayer funds from their intended purpose of providing medical care and other services to America's Veterans.
- C. This Article describes the multiple ways by which the Union may discharge its statutory responsibilities to bargaining unit members:
 - 1. Union officials may use Taxpayer-Funded Union Time (paid duty time) to perform all statutory Union activities under 5 U.S. Code § 7131(a) and § 7131(c);
 - 2. Union officials may use Taxpayer-Funded Union Time (paid duty time) to perform certain Union activities under 5 U.S. Code § 7131(d) and activities related to EEOC proceedings, except travel. The Union activities for which Taxpayer-Funded Union Time may be used under 5 U.S. Code § 7131(d) are clearly defined in this Article;
 - 3. Union officials may use Leave Without Pay for Union Activities (unpaid duty time) to perform certain Union activities;
 - 4. Union officials may perform certain Union activities while on non-duty status; and
 - 5. Union officials who are not VA employees may perform certain Union activities.
- D. All use of Taxpayer-Funded Union Time (TFUT) and Leave Without Pay for Union Activities is subject to the annual availability of bank hours as described in this Article.

- E. Nothing in this Article shall be construed in a way that restricts non-VA employees of the Union from performing Union activities which comply with federal laws, government-wide rules and regulations, Department policy, and other provisions of this Agreement.

Section 2 – Definitions

- A. For purposes of this Agreement, the term “Union official” or any other like title related to the union, means a current VA bargaining unit employee authorized by the Union to use Taxpayer-Funded Union Time (TFUT) or Leave Without Pay for Union Activities (LWPUA) in accordance with federal law and the terms of this article.
- B. For purposes of this Agreement, the term “Taxpayer Funded Union Time (TFUT)” is paid duty time during which a Union official performs activities on behalf of the Union. While on Taxpayer-Funded Union Time, the employee receives his or her regular government salary but no overtime.
- C. For purposes of this Agreement, “Leave Without Pay for Union Activities (LWPUA)” is unpaid duty time during which a Union official performs activities on behalf of the Union. While on LWPUA, the employee receives no government salary.

Section 3 – Statute and Policy

- A. This Article respects the Statute’s goals of promoting collective bargaining while honoring the Statute’s requirement that its provisions be interpreted to promote an effective and efficient government. The Department and the Union share the responsibility to ensure that any Taxpayer-Funded Union Time (TFUT) and Leave Without Pay for Union Activities (LWPUA):
 - 1. is authorized prior to use;
 - 2. is used appropriately, in accordance with the Statute and this Article; and,
 - 3. that appropriate time and record keeping mechanisms, determined by the Department, are used for recording all time used by Union officials to perform representational activities during the term of the Agreement.
- B. All use of Taxpayer-Funded Union Time shall be consistent with 5 U.S. Code § 7131.
- C. No local bargaining over Taxpayer-Funded Union Time (TFUT) is permitted.
- D. Each VA Employee shall spend at least 95% of their paid duty time, excluding time taken for approved leave, performing the responsibilities of the job to which the Department has assigned him or her. That is, each Union official will be allowed to use TFUT not to exceed five (5) percent of their paid duty time each fiscal year. A

Union representative who has spent five (5) percent of their paid duty time in any fiscal year on non-Department business may continue to use TFUT in that fiscal year only for purposes covered by sections 7131(a) or 7131(c) of title 5, United States Code. All use of TFUT in a fiscal year shall count toward the employee's five (5) percent maximum as well as the Union's total TFUT allocation in the current fiscal year.

Section 4 - Statutory Prohibition on Taxpayer-Funded Union Time (TFUT) and Leave Without Pay for Union Activities (LWPUA)

- A. In accordance with 5 U.S. Code § 7131(b), the use of Taxpayer-Funded Union Time (TFUT) is prohibited for internal union business. Union officials and bargaining unit employees shall not perform any activity relating to internal Union business on Taxpayer-Funded Union Time (TFUT), including the solicitation of membership, elections of labor organization officials, and collection of dues. In addition, employees may not engage in political activity or lobbying during paid time. These activities must only be performed while in a non-duty status (other than LWPUA which is for union representational use only as described in this article), such as annual leave or other non-paid status, and only as permitted by law, regulation, government wide rule, and Department ethics policy.
- B. Taxpayer-Funded Union Time (TFUT) and Leave Without Pay for Union Activities (LWPUA) is not appropriate for use by a Union official for work performed at home (including authorized telework) or outside the time the union representative would otherwise be in duty status. This section is not intended to preclude a remedy of straight time in accordance with case law.
- C. Taxpayer-funded Union Time (TFUT) is not permissible for Worker's Compensation Case work.
- D. Taxpayer-funded Union Time (TFUT) is not permissible for travel.
- E. Taxpayer-funded Union Time (TFUT) is not permissible for processing, advising or representation regarding grievances, including grievances under this agreement.

Section 5 - Allocation of Taxpayer-Funded Union Time (TFUT) under 5 U.S. Code § 7131

- A. Consistent with 5 U.S. Code 71 and this Agreement, Union officials will be granted Taxpayer-Funded Union Time, subject to the availability of Taxpayer-Funded Union Time as described below, for the following representational activities:
- B. The Parties agree that the Department shall allocate, and the Union shall be able to use up to ten thousand (10,000) hours per fiscal year of Taxpayer-Funded Union Time (TFUT) for Union activities governed by 5 U.S. Code § 7131(a), (c), (d) and Union activities related to EEOC proceedings, except travel. This bank of ten thousand hours (10,000) hours (initially prorated to the number of days remaining in

the fiscal year during which the Agreement becomes effective) shall be available for use beginning on the effective date of the Agreement.

- C. Taxpayer-Funded Union Time (TFUT) hours used by any Union official will be subtracted from the annual fiscal year bank of TFUT available to AFGE.
- D. Unused TFUT hours allocated to a fiscal year shall be forfeit at the end of that fiscal year and shall not rollover to any subsequent fiscal year. The annual allocation available for Union activities governed by 5 U.S. Code §7131(a) and (c), and Union activities related to EEOC proceedings, which exceed the allotted bank of TFUT hours during a fiscal year (or prorated fiscal year, during the first year of this Agreement) may be charged against the bank of ten thousand (10,000) hours allocated for the following fiscal years.
- E. The Union may continue to use 5 U.S. Code § 7131(a) and (c) time even if such time exceeds the maximum TFUT hours under this Agreement.
- F. The total annual bank allocation of 10,000 hours available for Union activities, including activities performed under 5 U.S. Code §7131(d), cannot be exceeded in any fiscal year. All Taxpayer-Funded Union Time (TFUT) shall be tracked in a manner consistent with any timekeeping system used by the Department. Union officials will use VATAS or the Department's successive time keeping system(s) whenever they depart from their official duty station on Union business. If a union official is unable to use VATAS because he or she is off site on labor-management business, the Union official will notify the supervisor in advance and make arrangements with his or her supervisor to complete the required VATAS entries in advance. The Union official will revise entries as necessary, and consistent with Department policy, upon return to the official duty station to properly account for his or her time and attendance.
- G. The bank will be distributed between the National Council and its affiliated internal Locals. The Council President will be responsible for distribution and allocation of bank hours between the National Council and its affiliated internal Locals.
- H. The total distribution for all Union officials may not exceed the total number of bank hours designated in Section 5 (B) above. Holding more than one position in the Union will not serve to increase TFUT hours.
- I. The Council President will inform the Agency of the total number of hours of TFUT assigned to the National Council positions and the number of hours assigned to each internal Local representative within fourteen (14) calendar days after the effective date of this Agreement. Once the distribution of hours has been determined by the National Council, said distribution may be adjusted not-to-exceed the total number of bank hours, quarterly (January, April, July, October), and reported to the Department's EDLMR, or designee, no later than the 10th of the month following the end of the quarter.

- J. All LWPUA shall be tracked in a timekeeping system of the Department's choosing, currently VATAS.

Section 6 – Allowance of Leave Without Pay for Union Activities (LWPUA)

- K. An initial annual bank of 30 minutes per bargaining unit employee, per fiscal year, of Leave Without Pay for Union Activities (LWPUA) will be made available to the Union on the effective date of this Agreement. This time is intended to allow Union officials to perform additional Union activities under 5 U.S. Code § 7131(d), subject to the limits defined in this Article.
- L. The Bank will be calculated September 30th of each calendar year, and the Union shall be allocated thirty (30) minutes of Leave Without Pay for Union Activities (LWPUA) for each bargaining unit employee as of that date. The resultant number shall serve as the total number of banked LWPUA hours available to the Union for the following fiscal year. Any banked LWPUA hours not used by the end of the fiscal year shall be forfeit and may not be used in any subsequent fiscal year.
- M. The bank will be distributed between the National Council and its affiliated internal Locals. The Council President will be responsible for distribution and allocation of bank hours between the National Council and its affiliated internal Locals.
- N. The total distribution for all Union officials may not exceed the total number of bank hours designated in Section 6 (B) above. Holding more than one position in the Union will not serve to increase LWPUA hours.
- O. The Council President will inform the Agency of the total number of hours of LWPUA assigned to the National Council positions and the number of hours assigned to each internal Local representative within fourteen (14) calendar days after the effective date of this Agreement. Once the distribution of hours has been determined by the National Council, said distribution may be adjusted not-to-exceed the total number of bank hours, quarterly (January, April, July, October), and reported to the Department's EDLMR, or designee, no later than the 10th of the month following the end of the quarter.
- P. All LWPUA shall be tracked in a timekeeping system of the Department's choosing, currently VATAS.

Section 7 – Parameters of Leave Without Pay for Union Activities (LWPUA)

- A. Union representatives are required to stagger their use of authorized and approved Taxpayer-Funded Union Time and LWPUA hours over the course of the fiscal year. Union representatives will request Taxpayer-Funded Union Time (if available) and LWPUA usage for official representational purposes consistent with this Agreement with their supervisors to accommodate both union representational activities and Agency assigned duties.

- B. The Council President will maintain close oversight over the use of both Taxpayer-Funded Union Time and LWPUA to ensure that Taxpayer-Funded Union Time and LWPUA is kept to a minimum and to ensure that over usage of allotted LWPUA bank time does not occur. However, in those cases where overage in LWPUA hours occurs by a union representative, the Council President will make immediate adjustments in other areas of the LWPUA designations to keep the amount within the hours allocated in Section 6 (A). At the end of the fiscal year if the Union has used more LWPUA than allotted, the Council President will, within five (5) calendar days, identify to the Department's Director of Labor and Management Relations, or designee, the LWPUA hours that were used by one or more union representatives to be converted to regular leave without pay (LWOP) to reduce the number of LWPUA hours to the amount allocated by the Department. If an over usage does occur, the Council President will send an updated status of LWPUA hours used and pending at the end of each bi-weekly pay period beginning on the date that the over usage is identified to the Department's Director of Labor and Management Relations, or designee, and continuing until advised that such reports are no longer necessary.

Section 8 – Representational Activities for Union Representatives Allocated LWPUA

- A. The Council President and Union officials selected or appointed by the Council President under the terms of this Article, shall be granted LWPUA when they would otherwise be in a duty status to carry out representational activities as identified below:
1. Meeting with employees to discuss alleged grievances, and investigation of grievances (LWPUA) pursuant to Article 43;
 2. Preparing for and attending formal grievance conferences as described in Article 43, and formal appeals or Arbitration hearings (LWPUA) as described in Article 44;
 3. Preparing and presenting replies to proposed disciplinary actions as described in Article 14 and statutory appeals (LWPUA);
 4. Up to four (4) hours for preparing reports required to be submitted by the Union to the Department of Labor (LWPUA); and,
 5. Travel time where necessary to conduct an activity specified in this Section will be permitted while on LWPUA where the travel occurs while the employee is otherwise in a duty status and travel is directly and exclusively for covered official representational purposes (LWPUA). Per diem and travel will not be paid by the Department for such travel.

Section 9 – Considerations for Authorizing TFUT and LWPUA for Union Officials

The Department recognizes the importance of Taxpayer-Funded Union Time and LWPUA to the Union's ability to meet its representational responsibilities, and the Parties intend that this Section be applied accordingly. Union representatives will be permitted to leave their assigned work area on Taxpayer-Funded Union Time and/or LWPUA, as appropriate, as authorized under this Agreement after:

1. Providing a written request to their immediate supervisor or appropriate Management Official;
 2. Providing a good-faith estimate of the amount of time for which release is requested;
 3. Indicating the purpose, event, start time, destination, and a contact number where they can be reached during that time;
 4. Obtaining his or her supervisor's written approval; and,
 5. Specifying the appropriate representational category in Section 10.
- B. If there is more than one (1) Union official reporting to the same supervisor, the officials agree to work constructively to reduce the impact of their Union activities, including simultaneous and repeated workplace absences, on the unit. Department supervisors and management officials may initiate reassignments if management determines that there has been an identifiable negative impact on the work unit due to TFUT or LWPUA absences requested under this Section.
- C. A Union official shall, to the extent possible, request his or her Union-related absences in a manner that does not compromise work assignments or impede the discharge of the duties of their position. Union officials are required to stagger their use of authorized TFUT and LWPUA hours over the course of the fiscal year. Union officials will work out TFUT and LWPUA usage with their supervisor to accommodate both Union activities and Department-assigned duties. The Parties recognize that use of TFUT and LWPUA can never interfere with the Department mission to provide medical care and other services to America's Veterans. The supervisor shall, to the extent possible, approve or deny assignments, and inform Union officials, in advance to reduce the likelihood of conflicting demands. The time spent in carrying out Union activities described in this Article may require some adjustment of a representative's workload if, in the judgment of the Department, an adjustment is necessary to meet Department work requirements and service to America's Veterans.
- D. The Union official will be released unless his or her presence is necessary, in management's discretion to meet work requirements, in which case the request will be denied.

- E. If management is unable to approve a request for Taxpayer-Funded Union Time or LWPUA, management will identify an alternate time for use of the requested Taxpayer-Funded Union Time or LWPUA.
- F. Upon entering any work area to meet with an employee, the Union official will advise the employee's immediate supervisor of his or her presence, the employee to be contacted, and the estimated duration of the meeting.
- G. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both will contact their supervisors to request an extension of the anticipated return time and the amount of additional time needed. The supervisor(s) (of the employee and union representative) will determine if the time can be extended for each individual or if rescheduling is necessary due to work requirements.
- H. When the Union official requests to leave the work site and his or her supervisor is temporarily absent from the site, the representative will request and must receive written approval to be released from another supervisor or manager in his or her supervisory chain of command prior to leaving the work site.

Section 10 – Reporting the Use of Taxpayer-Funded Union Time and LWPUA

- A. Each Union official shall timely submit to his or her supervisor a biweekly written report of the amount of Taxpayer-Funded Union Time and LWPUA that he or she has spent on Union activities covered by this Article through the Department's time and attendance system (currently VATAS) and shall provide an amended report if Taxpayer-Funded Union Time and/or LWPUA is used after such submission.
- B. Union officials shall use the following categories in completing their time and attendance report:
 - 1. Term Negotiations (TFUT): This category is for reporting Taxpayer-Funded Union Time hours used by Union officials to negotiate a collective bargaining agreement.
 - 2. MOU/MOA Negotiations (TFUT): This category is for reporting Taxpayer-Funded Union Time for hours used negotiating an MOU/MOA.
 - 3. Preparation Time for Term Negotiations (LWPUA): This category is for reporting leave without pay for union activity used to prepare for term negotiations.
 - 4. Preparation Time for MOA/MOU Negotiations (LWPUA): This category is for reporting leave without pay for union activity used to prepare for MOU/MOA negotiations.
 - 5. Dispute Resolution (LWPUA): This category is for reporting LWPUA hours used to process grievances, arbitrations, and appeals of bargaining unit employees.

6. FLRA Proceedings (TFUT): This category is for reporting hours spent in proceedings before the Authority, as determined necessary by the Authority for such purpose, during the time the employee otherwise would be in a duty status.
7. General Labor-Management Relations (LWPUA): This category is for reporting LWPUA hours used for activities not included in B(1) through B(6) above (including but not limited to travel time for a covered activity where travel is required and is within the representative's hours of work).

Section 11 – Union Training

- A. Subject to workload requirements, the Department may grant Taxpayer-Funded Time (TFUT) or Leave Without Pay for Union Activities (LWPUA) for short periods of training to the Council President and elected and appointed Union officials authorized to engage in Union activities. The purpose of this allowance of TFUT and LWPUA is so that the Council President and Union officials may attend external training courses that relate directly to matters within the scope of the FSLMRS and, which in the opinion of the Department, are of mutual benefit to the Union and the Department (i.e., Union-sponsored and/or third-party labor relations training in contract administration, handling of statutory actions such as grievances and information related to Federal personnel/labor relations laws, regulations and procedures). This Union training time will not exceed eight (8) hours per individual to include the Council President, each year this Agreement is in effect.
- B. The Council President shall submit all requests for Taxpayer-Funded Time (TFUT) or Leave Without Pay for Union Activities (LWPUA) for training to the Department's Director of Labor and Management Relations or designee, for the necessary administrative clearances and arrangement for supervisory approvals, no later than sixty (60) calendar days before the training date. The Union shall submit a copy of the training agenda at the same time. Requests received after this time will be denied.
- C. The Union shall bear all costs associated with this training including any per diem, travel costs, and other costs.

Section 12

- A. It is the Union's responsibility to ensure that any TFUT or LWPUA used for Union activities is used appropriately, in accordance with the Statute and this Article.
- B. In the interest of promoting the efficiency of the service as stewards of the American tax payer, abuse or misuse of any Taxpayer-Funded Union Time used for union representational matters, to include failure to timely and accurately report the time used, is prohibited and may result in administrative or disciplinary action. Alleged abuses of Taxpayer-Funded Union Time or LWPUA shall normally be brought to the Council President. Management may also initiate any action to address the issue. Repeated or serious abuse of taxpayer-

funded union time may result in disciplinary action as well as suspending use of TFUT under 5 U.S. Code § 7131(d) or LWPUA for the duration of the Agreement.

ARTICLE 49 - RIGHTS AND RESPONSIBILITIES OF THE PARTIES

Section- 1

Section 2 - Union Representation

- A. The Union shall be given the opportunity to be represented:
1. At any formal discussion between one or more representatives of the Department and one or more bargaining unit employees concerning a grievance or any personnel policy or practices or other conditions of employment, as provided for in 5 U.S.C. 7114(a)(2) and applicable regulations.
 2. Any examination of an employee in the unit by a Department representative in connection with an investigation if, (i) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (ii) the employee requests representation as provided for in 5 U.S.C. 7114(a)(2) and applicable regulations.
- B. Generally, the Department will notify the Union in writing of any scheduled formal discussion in advance. Notice to each Local shall go to the representative(s) designated by the Union. The Local shall designate in writing one (1) union mailbox to receive such notifications. In the absence of such designation, notice (where possible) shall go to the Local president.
- C. The Union will notify in writing the identified management official and the Labor Relations Specialist of the Union's designated representative who will attend the meeting at least one (1) work day in advance of the meeting, or if less notice was provided to the union, then as soon as possible.

Section 3 - Notification of Changes in Conditions of Employment

The Department shall notify the Union of substantive changes in conditions of employment as noted in Article XX - Conditions of Employment.

Section 4 - Information

Consistent with 5 U.S. Code § 7114(b)(4), and purely for informational purposes, the Department agrees to "in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data:

- (A) which is normally maintained by the agency in the regular course of business;

- (B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- (C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining;

Section 5 - 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 as well as changes as they occur.

Section 6 - Union-VA 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 distributing unflattering personal attacks directed at Department or Union officials or programs, content comprising an Unfair Labor Practice, or content in violation of a term of this Agreement.

- A. This section addresses the professional conduct of all Union officials when meeting or communicating, in their official capacities or in the performance of their Union duties, with Department employees, supervisors, and management officials.
- B. The Department's policy is for all employees to comport themselves in the workplace, at all times, in a professional manner characterized by honesty, collegiality, personal responsibility, professional courtesy, and decorum. Examples of flagrant misconduct include, but are not limited to, abusive language, threatening language and any physical response.
- C. The Parties also mutually agree that no federal statute, including 5 U.S. Code § 7102, exempts Union officials, in their regular capacities or in the performance of their Union duties, from the Department's standards of professional behavior.
- D. Accordingly, Union officials shall, whether serving in their primary role as a Department employee or serving in their secondary role as a Union official shall be held, at all times, to the same standards of professional conduct as all other Department employees, including supervisors and management officials.
- E. Union officials acting in their Union capacity, shall at all times, in meetings, conversations and communications with VA employees, supervisors and management officials, maintain a professional demeanor and refrain from unprofessional conduct including, but not limited to: the use of abusive, aggressive, boorish, demeaning, hostile, insulting, intimidating, lewd, profane or threatening language; abusive, aggressive, boorish, demeaning, hostile, insulting, intimidating, lewd, profane or threatening behavior.

- F. The Parties mutually agree that engaging in such unprofessional conduct as described in Section 7(B) and 7(E) shall be considered flagrant misconduct.
- G. Whenever an employee's performance or professional competence is determined to be unsatisfactory; or when an employee's professional or personal conduct is not satisfactory, prompt and appropriate, disciplinary action, or other corrective action will be taken.
- H. The Union agrees to advise all Union officials that engaging in unprofessional conduct including, but not limited to: the use of abusive, aggressive, boorish, demeaning, hostile, insulting, intimidating, lewd, profane or threatening language; abusive, aggressive, boorish, demeaning, hostile, insulting, intimidating, lewd, profane or threatening behavior, will be considered flagrant misconduct. The Union further agrees to encourage all Union officials to adhere to professional standards of behavior and to refrain from coaching or advising Union officials that profanity or other unprofessional behavior is acceptable when communicating with supervisors or management officials.
- I. Department policy requires all VA employees to wear a Department-issued identification (ID) badge (with photo side of the badge visible) prominently displayed above the waist when on Department property. Similarly, Union officials shall – in addition to their Department-issued ID badge – also wear a Department issued ID badge that includes a photograph of the employee, the employee's name, a unique identification number, and, their role within the Union (e.g., AFGE Steward, AFGE Representative, etc.) prominently displayed above the waist when using LWPUA or Taxpayer-Funded Union Time on Department property.
- J. If not wearing such a Union-provided ID badge, an employee will not be recognized as an authorized Union official acting on behalf of the Union or representing bargaining unit employees.
- K. If an employee is found to be performing Union activities, including internal activities, without wearing their official Union-issued identification, this shall be considered, the Department shall immediately alert the Union's President and request compliance with this Article.

Section 7 - Surveys and Questionnaires

- 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 8 - New Employee Orientation

- A. The Department agrees to conduct New Employee Orientation (NEO) for all new hires. NEO will include administrative processing and other requirements for entering federal service at the Department. During NEO the Department will provide new hires with information on: Employee responsibilities and benefits, ethics, and Employee standards of conduct.
- B. The Department agrees, to the best of its ability, during NEO to provide eligible new hires one package of material as provided to the Department by the Union consisting of the following (the "Union NEO Package"):
 - 1. AFGE Insurance Plan brochures, if any;
 - 2. A VA Dues Allocation Form; and
 - 3. a list of local Chapter leaders' telephone numbers and locations.
- C. The Union agrees that the Union NEO Package will not: violate any applicable laws, government-wide rules, regulations and Department policy, compromise the security of the Department, or contain either libelous content or information directing a new hire to view libelous content.
- D. If the Union desires to make a NEO presentation on its own, the Union will be afforded the opportunity to make a ten (10) 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. Consistent with 5 U.S. Code § 7131 (b) any activities performed by any employee relating to the internal Union business of a labor organization (including the solicitation of membership, elections of labor organization officials and collection of dues) shall be performed when the Union representative employee is in a non-duty status.

Section 9 - Voluntary Programs

The Department will meet all obligations under 5 U.S. Code § 7101 et. seq. 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 10 – Standards for Serving as a Union Official

- A. The position of a Union official within the Department involves a higher level of responsibility and the exercise of workplace authority above and beyond that of

other employees. To serve as a Union official is to serve in a position of trust. Union officials have access to otherwise restricted information, are special stewards of taxpayer funds, serve as counselors to their coworkers concerning issues that are often highly sensitive and of a personal nature and are entrusted to selflessly serve as advocates for their colleagues.

- B. Parties jointly agree that any employees selected to serve their colleagues as a Union official shall be: reliable; committed to justice, equality, dignity and fairness; value and respect diversity and inclusion; demonstrate integrity and trustworthiness; be of good conduct and character; and, of complete and unswerving loyalty to the United States.
- C. All AFGE field representatives and AFGE national negotiators who are not federal employees will be afforded the same access to federal facilities as is afforded to members of the public and must comply with all security procedures and applicable laws, government-wide rules, regulations and Department policy governing conduct on federal property. Failure to comply with this provision may result in denial of entry into Department facilities.
- D. AFGE shall provide to the Director of Labor and Management Relations, immediately upon request, a list of all AFGE representatives or agents who are not federal employees and who have been issued, or are in possession of, a badge which allows that representative or agent access to any Department facility.

Section 11 – Electronic Records

- A. For the purpose of this Section, an electronic record means a record related to this Agreement which is created, generated, sent, communicated, received, or stored by electronic means. The parties agree that for the term of this Agreement, they will (voluntarily, in the case of the Union) adhere to the guidelines of the Federal Records Act for record retention requirements, and they will not delete such electronic records or utilize technology that facilitates destruction of such records.
- B. 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.

ARTICLE 50 - SURVEILLANCE

- A. The parties recognize that surveillance is conducted for safety and internal security reasons.

ARTICLE 51 - UNION USE OF TAXPAYER RESOURCES

Section 1 - Union Office Space

- A. The Department shall not provide the Union with office space at VA facilities.
- B. Department employees, acting in their secondary role as Union officials, shall not be entitled to the use of Department office equipment or supplies for Union activities.
- C. Union officials shall not have the use of government vehicles to conduct Union business nor parking preference beyond that of other employees.

Section 2 - Bulletin Boards

Where available, the Department agrees to provide the Union physical space for official Union materials on public bulletin boards. Prior to posting, all such Union materials must be approved by the facility director or designee and will be limited to the designated space and shall be properly identified as official Union issuances.

- 1. The Union is responsible for the content of all Union materials posted or distributed.
 - a. Union postings will be maintained in an orderly condition.
 - b. Posted material shall be pertinent to the conduct of workplace business and not related to partisan political matters.
 - c. Posted and distributed Union materials shall not malign or refer negatively to government officials; government institutions; Department employees; patients; or any individual.

Section 3 - Interoffice Mail System

Where available, Union representatives will use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union communications and shall not contain language disparaging the Department.

Section 4 - Literature

Union representatives may distribute official publications of the Union, which may include newsletters, fliers, or other notices, on Department property during non-duty time.

ARTICLE 52 - TITLE-38 EMPLOYEE ADVANCEMENT

- C. Supervisors shall monitor and review performance in order to determine progress or problems and to provide employees with information concerning performance.

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 represents a substantive change to the conditions of employment of bargaining unit employees.
- C. Participation in research projects will be consistent with staff rights/policy and the Department's right to assign work.

ARTICLE 62 - VETERANS CANTEEN SERVICE

1 - Compensation Administration

VCS is an independent unit within VA. VCS Title 38 employees are appointed and removed without regard to the provisions of Title 5 governing appointments in the competitive service, and Chapter 51 and Subchapter III of Chapter 53 of Title 5. VCS may employ and compensate personnel in accordance with 38 U.S. Code § 7802(e) necessary to effect Canteen operations. Consistent with 38 U.S. Code § 7422, no provision of this Article may cover matters concerning or arising out of direct patient care, clinical competence, peer review or compensation of employees as described in 38 U.S. Code § 7401(1)

A. Pay Adjustments: Compensation

1. Upon the effective date During the term 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 discretionary benefits in accordance with applicable regulations.

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.

Section 4 - Storage and Personal Belongings

Personal items including, but not limited to, coats, jackets, purses, and, bags are not allowed in any canteen storage area or near VCS assets and merchandise. Lockers or other designated areas will be provided to secure personal items.

Section 6 - Hours of Operation

Depending upon the operations demands of each individual Canteen, the VCS may extend or expand the operating hours of the Canteen. The various models of operating hours may include a 24-hour/7-day schedule, overnight services, late-night services, and/or late closing/early opening.

Section 7 – VCS Training Programs

- A. VCS may conduct mandatory monthly and/or quarterly training outside the hours of the employee's regularly scheduled administrative workweek, in addition to other required training.
- B. The mandatory monthly and/or quarterly training will be held at each individual Canteen. All affected employees and their respective Local Unions will be given reasonable notice of the mandatory training and overtime will be paid in accordance with governing directives and law.

Section 8 – Uniforms

- A. Each VCS employee will be provided, at management's discretion, at least one uniform shirt per scheduled work day.
- B. VCS employees must report to work in the appropriate uniform in accordance with VCS uniform policy. VCS does not require a change of uniform at the beginning or ending of the employee's tour of duty.

Section 9 – Review of Removal Actions

- A. Non-Veteran preference eligible VCS Title 38 Excepted Service employees appointed in accordance with the provision of Title 38 U.S. Code § 7802 may submit a request for a supplemental review of a removal action.
- B. This provision does not create a new right of appeal for non-Veteran preference eligible VCS employee or any additional third-party review of a removal action under 38 U.S. Code § 7802.
- C. A VCS employee or his/her representative may submit a written request for a supplemental review no later than ten (10) working days from receipt of the decision letter by the VCS Regional Manager.
- D. The written request must be submitted to the VCS Associate Director of Operations or his/her designee, Veterans Canteen Service #1 Jefferson Barracks Road Building 25, St. Louis, MO 63125.
- E. This supplemental review will be by teleconference, upon a mutual time and date, once the written submission has been received by the VCS Associate Director of Operation or his or her designee. The VCS Associate Director of Operations or his/her designee will render a written decision letter to the employee and the Union Representative within ten (10) working days after the written submission and or face-to-face meeting.

- F. In the event the VCS employee is in the same city and/or location as the VCS Associate Director of Operations or his/her designee will be face-to-face on a mutual time and date.
- G. The decision of the Associate Director of Operations or his/her designee is final and is subject to no further supplemental review.
- F. In the event the VCS employee is in the same city and/or location as the VCS Associate Director of Operations or his/her designee will be face-to-face on a mutual time and date.
- G. The decision of the Associate Director of Operations or his/her designee is final and is subject to no further supplemental review.

XX 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 U.S. Code § 7114(c). The effective date of this Agreement shall be the date this Agreement is duly executed.

Section 2 - Duration of Agreement

This Agreement shall remain in full force and effect for a period of ten (10) years after its effective date. Thereafter, 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 (60) nor more than one hundred twenty (120) days prior to its termination date. Negotiations shall begin no later than thirty (30) days after notice to renegotiate is given. If renegotiation of this Agreement has commenced but is not completed upon the terminal date of this Agreement, this Agreement will continue in force until a new agreement is negotiated.

Section 3 –Notice to Renegotiate the Expired Agreement

- A. Once expired, this Agreement shall be automatically renewed from year to year thereafter unless one Party gives the other written notice of its intention to renegotiate this Agreement no less than thirty (30) or more than sixty (60) calendar days prior to its expiration date. If notice to renegotiate is given, the Agreement shall be extended for six (6) months or until a new agreement becomes effective, whichever is earlier.
- B. Before the Agreement is extended or rolled over, it must be reviewed to ensure it conforms with federal statutes, government-wide rules, regulations, and Department policy; and it must undergo Agency Head Review.

Section 4 - Negotiation Procedures for a Subsequent Agreement

If one of the Parties decides to renegotiate this Agreement as provided for in Section 3 of this Article, the following procedures will apply:

- A. The Parties will meet within fourteen (14) calendar days after notice to renegotiate is given to begin ground rules negotiations. If the Parties mutually agree, ground rules negotiations may be cancelled, and the Parties may move directly into substantive negotiations. In the event the Parties elect to enter into ground rules negotiations, the parties will exchange ground rules proposals which must include a substantive negotiation schedule, no later than seven (7) calendar days prior to the date negotiations are scheduled to begin. Ground Rules negotiations will occur as follows: two (2) bargaining session weeks, with each week consisting of four (4) business days: Tuesday, Wednesday, and Thursday beginning at 8:00am and concluding at 4:30pm with a one-half hour lunch break; Monday 1:00pm to 5:00 pm;

and Friday 8:00am to noon, with half day Monday and Friday designated for travel. There shall be a week off between the two bargaining session weeks. Either Party may request Federal Mediation Conciliation Services (FMCS) mediation at any time during Ground Rules negotiations.

- B. If, at the end of the second week of bargaining, a complete set of final ground rules has not been signed by both Chief Negotiators, either Party may contact the FSIP for assistance in breaking the impasse.
- C. The Department shall hold ground rules negotiations at the Department's Headquarters in Washington, D.C. or at another location selected by the Department. Each Party shall be represented by up to three (3) persons, to include a Chief Negotiator who will have full collective bargaining authority to bind the Party. Each Party will be responsible for its own travel and per diem.
- D. The Department will make a room available for negotiations and a room available for caucuses.

ARTICLE XX - DEPARTMENT SPACE AND FACILITIES

This Article applies to all VA-occupied buildings, lease acquisitions, new construction, renovations, and improvement projects.

Section 1 – Financial Stewardship

The Parties recognize that space and facilities are scarce and major resources available to VA to facilitate the accomplishment of its missions. The Parties established this Article to maximize space and to optimize employee performance, productivity, and morale while conserving VA funds by ensuring the efficient utilization of VA occupied space. This Article establishes the procedures for employee moves (e.g., construction projects, restructuring of office space, realignment of an organization, furniture moves, and swing space) and alternate workstation solutions (e.g., desk sharing, workspace sharing, hoteling, and hot desking).

Section 2 – Definitions

- A. Desk Sharing: An alternate workstation solution in which two or more employees regularly share the use of a single workstation where each employee has a designated day and/or time for use of the workstation. Employees participating in desk sharing are expected to share permanent office equipment.
- B. Hoteling: An alternate workstation solution where workstations are available for use on an as needed basis (e.g., through reservation or first-come first-serve procedures).
- C. Hot Desking: An alternate workspace solution where management assigns an employee to an available workstation on as needed basis. The Department may utilize any available workstation of an employee who is out of the office for any reason.
- D. Swing Space: A temporary working environment.
- E. Workspace: The actual space where an employee's workstation is located, such as a cubicle, office, or laboratory.
- F. Workspace Sharing: An alternate workstation solution where two or more employees share a workspace. Each employee has a workstation within the same workspace and may utilize the workspace at the same time, such as the group room assigned to a team of inpatient clinicians.
- G. Workstation: The physical equipment an employee relies upon to perform his/her job duties which may include, a computer, phone or scientific equipment.

Section 3 – Policy Application

- A. The Parties agree that the design, assignment, and use of facilities, Workspace, and Workstations (including but not limited to construction projects and restructuring office space) and alternate workspace and workstation solutions (including but not limited to desk sharing, workspace sharing, hoteling, and hot desking) are at the discretion of management.
- B. The Department will provide notice, at its discretion, to affected employees.

ARTICLE XX: CONDITIONS OF EMPLOYMENT

Section 1 – Conditions of Employment

- A. The Parties mutually agree that “conditions of employment” are defined by Department policy and this Agreement.
- B. For purposes of this Agreement, the term “Department policy” shall be defined as Directives, Handbooks or regulations issued by the Secretary or designee.
- C. The Union will be informed of any substantive change in conditions of employment proposed by the Department and shall be permitted reasonable time to present its views or recommendations regarding the changes. If the Union presents any views or recommendations to the Department, the Department shall consider those views or recommendations before taking final action on any matter with respect to which the views or recommendations are presented. The Department shall then provide the Union a written statement of the reasons for the final action.
- D. Matters covered under 38 U.S. Code 7422(b) are not considered conditions of employment for the purposes of this Article.
- E. The parties agree that any decision, proposal or action taken by a Department supervisor or management official that is consistent with federal law, government-wide rule, regulation, Department policy, and this Agreement does not represent a change in “conditions of employment” and therefore shall not, by definition, trigger a duty to consult with the Union.
- F. The Parties agree the only way to change “conditions of employment” is by changing Department policy. In those cases, the change to “conditions of employment” must be a “substantive change” to “conditions of employment” to rise to the level of triggering a duty to inform the Union and allowing the Union reasonable time to present its views and recommendations regarding the change. All such notification and bargaining will be done at the national level.
- G. The Department shall have discretion in exercising its right to change conditions of employment to the maximum extent allowed by law that does not require a waiver of any Party’s statutory rights.