

AGREEMENT

BETWEEN VETERANS ADMINISTRATION HOSPITAL Allen Park, Michigan AND AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL #933

INTRODUCTION

This is a copy of a new Agreement negotiated by Management and Local 933 of the American Federation of Government Employees. It was approved by the Chief Medical Director February 28, 1977. The Basic Agreement, approved November 15, 1966, and all supplements to that Agreement, are rescinded. This Agreement defines the Unit for which Local 933 is recognized as the exclusive representative. Categories of employees excluded from the Unit are listed. It includes the principles and procedure) which will govern future negotiations; also general subjects which are appropriate and those which are inappropriate for negotiation. All employees in the Unit and supervisory personnel should familiarize themselves with the provisions of this Agreement and keep it available for ready reference.

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ARTICLE I

PARTIES TO THE AGREEMENT

This Agreement is made and entered into in good faith by and between the Veterans Administration Hospital, Alien Park, Michigan, hereinafter referred to as the "Employer", and the American Federation of Government Employees Local 933, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE

The purpose of this Agreement is to:

1. Identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.
2. State the policies, procedures and methods that will govern the working relationships between the parties.
3. Indicate the nature of subject matter of proper mutual concern.
4. Insure employee participation in the formulation of personnel policies and procedures to the extent that is authorized under the provisions of Executive Order 11491, as amended, and the regulations of the Veterans Administration and Civil Service Commission.
5. Promote systematic Employee-Management cooperation.

ARTICLE III

AUTHORITY

This Agreement has been negotiated in accordance with provisions of Executive Order 11491 as amended. Chapter 711 of VA Manual MP-5, Part I, Chapter 711 of the Federal Personnel Manual, and the letter dated August 8, 1966 from the Hospital Director, Veterans Administration Hospital, Alien Park, Michigan, which granted exclusive recognition to Local 933, American Federation of Government Employees.

ARTICLE IV

BARGAINING UNIT

The unit for which the Union is recognized as the exclusive representative includes all employees of the Veterans Administration Hospital, Alien Park, Michigan and the Canteen Service located at this Hospital except managerial officials, employees engaged in personnel work in other than a purely clerical capacity, and super-visors and professional personnel as defined in VA Manual MP-5, Part I, Chapter 711. Professional personnel are excluded until they elect to become a part of the bargaining unit. Employees who are working leaders will be included in the unit and are not supervisors for purposes of this Agreement. This Agreement shall apply to all employees in the unit.

ARTICLE V

MUTUAL RIGHTS AND OBLIGATIONS

1. The Employer and the Union on behalf of the employees it represents mutually accept responsibility to abide by the provisions of this Agreement for 2 negotiations and for settlement of issues and disputes. The Employer and the Union will not change the conditions set forth in this Agreement except by procedures provided in the Agreement. The Union accepts responsibility for representing the interests of all employees in the unit without discrimination and without regard to Union membership.
2. Nothing in this Agreement precludes an employee, regardless of whether or not he is a member of the Union, from bringing matters of personal concern to the attention of appropriate management officials.
3. Employer recognizes the right of the Union to be represented at discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other manors affecting general working conditions and concerns of employees of the unit.
4. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Veterans Administration and Department of Medicine and Surgery policies and regulations in existence at the time the Agreement was approved; and by subsequently published policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.
5. Nothing in this Agreement shall restrict the VA in exercising the right, in accordance with applicable laws and regulations, to: direct employees of the VA; hire, promote, transfer, assign, and retain employees in positions within the VA, and to suspend, demote, discharge, or take other disciplinary action against employees; relieve employees from duties because of lack of work or for other legitimate reasons; maintain the efficiency of the Government operations entrusted to the VA; determine the methods, means, and personnel by which such operations are to be conducted; and take whatever action may be necessary to carry out the mission of the VA in situations of emergency.
6. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Management will withhold dues as authorized by Union members in accordance with a Memorandum of Understanding which is attached. However, all employees, including supervisors and management officials, are free to join the Union. The Employer shall take the necessary action required to assure that employees in the agency are apprised of their rights under this section and that no interference, restraint, coercion or discrimination is practiced so as to encourage or discourage membership in the Union.
7. Employer will furnish the Union a list of new employees on a monthly basis.
8. Employer agrees to provide time at new employee orientation sessions for the union to identify itself and briefly outline its major activities. Written and oral material will be mutually agreed upon to inclusion in the presentation.
9. In the implementation of the provisions of this Agreement, the Employer and the "Union agree to provide equal opportunity to all employees and to prohibit discrimination because of race, religion, national origin, sex, marital status, physical handicap, age, and membership or non-membership in an employee organization. Each party shall advise the other of equal opportunity problems of which it is aware when assistance of the other would be helpful in seeking resolutions. Proven discrimination on the part of any superior, .employee or Union official shall result in appropriate censure or disciplinary action.

ARTICLE VI

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

1. Subjects appropriate for consultation and negotiation with the Union must be within the administrative discretion and authority of the Hospital Director and permissible by applicable laws and regulations, executive orders. Civil Service regulations and VA policy. Consultations and negotiations may take place in such areas of employee concern as: policies and procedures regarding the assignment of employees to tours of duty, or overtime; working conditions; supervisory—employee relations; grievance procedures; promotion procedures; union participation in the hospital safety program; training; joint union-management endeavors; use of hospital facilities and other manors consistent with merit system principles.

2. The Employer shall not be required to consult or negotiate with the Union on any matter not within the administrative authority of the Hospital Director or in such areas of discretion and policy as the mission of the VA; its budget and organization; the number of employees; the numbers, types and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. The Employer agrees to consult on personnel management policy matters' not included in this contract and to consider specific requests from the Union for consultations and/or negotiation, or to consult and negotiate on appropriate matters as requested by the Union. The Employer agrees that it will meet and confer with the Union before making any regulation or change on a negotiable issue, or any matter which may appropriately be dealt with through the collective bargaining process.
3. Top management designees will meet with Union officials for consultation and problem solving on a monthly basis. The Union will forward to top management an agenda through the Chief, Personnel Service a week prior to the scheduled monthly meeting or a letter of cancellation. As considered essential, top management will also submit topics for the agenda to the Union President through Chief, Personnel Service one week prior to a scheduled monthly meeting. Individual grievances will not be considered at these meetings.
4. The Union will meet on a regularly scheduled monthly basis with the chiefs of the larger services for the same reasons it meets with top management on a monthly basis. Meetings with smaller services will be on an as-needed basis. Items for meeting agenda will be submitted one week in advance by both Union officials and service chiefs. Individual grievances will not be considered at these meetings.
5. It is further recognized that this Agreement is a living document and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to consult and/or negotiate on matters not originally covered by the Agreement.
6. When the Hospital Director or his designee determines an emergency exists and related procedures are implemented, the Union office will be contacted as soon as possible and the Local 933 President or his designee advised of the circumstances and expected duration of the emergency. If the nature of the emergency permits, the Union will be provided an opportunity to present its view and the concerns of the employees in the unit. It is agreed by both parties that the welfare of. Patients and employees will be considered to the maximum extent possible during emergencies.

ARTICLE VII

AMENDMENTS

The Union is entitled to negotiate amendments to this Agreement with the Employer on matters relating to personnel policies, practices, and working conditions. Amendments negotiated and agreed upon by both parties will be binding and become a part of this Agreement upon approval of the Chief Medical Director and ratification of the Union membership.

ARTICLE VIII

PROVISIONS FOR NEGOTIATION

1. The parties recognize that each has a responsibility to consider the other's problems and to make an honest attempt to find acceptable solutions. The parties therefore agree to foster an atmosphere of cooperation and mutual respect in all of their relationships and to conduct their negotiations with dignity and decorum.
2. Each party to this Agreement will notify the other at least 7 days in advance of negotiations of the names of negotiating team members. Each team shall be limited to three principal negotiators, a Chief Negotiator, and two members. Each party may designate two alternate members who may attend all negotiating sessions but not speak or participate actively unless serving as a replacement for one of the principal negotiators. Each Chief Negotiator shall furnish the other with the names of alternate negotiators prior to the sessions at which they will observe or participate. Negotiation procedures outlined in the Memorandum of Understanding (except paragraph 2c) dated December, 1974, will be followed. A copy of this memorandum is attached and is considered a part of this Agreement.
3. Changes in this Agreement which may be required by law, regulation or policy issued by higher authority will be placed in effect without respect to the terms of this Agreement.
4. Within 30 days after notification is received of such required changes, the respective Negotiating Teams will meet for the purpose of negotiating new language which will meet the requirements of the requested change.

ARTICLE IX

DURATION OF AGREEMENT

1. This Agreement shall become effective upon ratification of the membership of the Union and approval of the Chief Medical Director. It shall remain in effect for a period of three years from its effective date and be automatically renewable for three-year periods thereafter until modified or terminated as provided herein. Each new three-year renewal creates a new duration period with a new effective date.
2. Either party may terminate the Agreement at the end of any three-year period by notifying the other at least 60 but not more than 90 days in advance of the date the Agreement would be renewed.
3. Either party may request amendment or modification of the Agreement by notifying the other in writing a conference is desired for that purpose. The notice shall state the nature of the amendment or modification. Amendments or modifications to which the parties agree shall become effective upon ratification of Union membership and approval of the Chief Medical Director. The Federal Mediation and Conciliation Service shall be notified prior to termination of the Agreement or negotiation of changes. The present Agreement will remain in full force and effect during the renegotiating of this Agreement, and until such time as a new Agreement is approved.
4. This Agreement will terminate automatically; effective with any date on which it may be determined the Union is no longer entitled to exclusive recognition. In accordance with the provisions of Executive Order #11491, as amended.
5. Any amendments will remain in effect for the same duration as this Agreement, and in accordance with the provisions of this Article, and will become part of this original Agreement.

ARTICLE X

UNION REPRESENTATION

1. The Employer agrees to recognize duly elected or appointed local Union officers. Chief Steward, Assistant Chief Steward and 32 Stewards. This recognition, however, is made with the understanding the care of the patient is of first consideration and satisfaction of patient needs must take precedence over any other duties and responsibilities.
2. It is agreed a steward must recognize the supervisor as the key person in his or her organizational segment; also, the supervisor must recognize the steward as the key person for the Union. They are both responsible for maintaining amiable relationships with employees and, in carrying out this responsibility; they must work together in good faith on the resolution of problems and improvement of working relationships and conditions. As the representative of employees, the steward must respect the supervisor as he or she, in turn, must be respected by the supervisor. They must be willing to cooperate and take a positive and friendly approach in the settlement of grievances.
3. Some of the duties of the stewards are:
 - a. They assist employees, when requested, in presenting cases to appropriate supervisors, normally immediate supervisors. Where grievances are involved, they should make on-the-scene investigations and attempt to achieve resolutions. The right to investigate grievances does not include interviewing patients, visitors, or non-VA employees.
 - b. They may assist employees in the written presentation of grievances under the negotiated grievance procedure or for grievances, appeals, or complaints under other systems, provided employees select them as representatives in such situations.
4. In carrying out their functions, stewards will comply with the following procedures:
 - a. Require an employee to discuss his grievance with the appropriate supervisor, having the aid of a steward, if so desired, and attempt to resolve the problem before taking further action on the grievance.
 - b. Meet with the supervisory personnel in private, and conduct such meetings in a quiet and dignified manner with full regard for confidentiality. In no instance will grievances or related matters be conducted in view of patients or the general public.
 - c. Observe all rules of conduct established by law, regulation, agency or hospital policy and this Agreement.
 - d. Stewards will be authorized to leave their work areas to promote appropriate disposition of grievances and complaints. It is understood approval for requests to leave the work area will be based on conditions existing at the time. Therefore, permission must be obtained from a steward's immediate supervisor or the person left in charge before leaving the work area. The steward will give the location and the probable duration of his absence.

5. Employees desiring Union assistance or contacts will be required to utilize the services of stewards assigned to their organizational segments, when available. Stewards will perform their duties and conduct their business without delay. It shall be 11 mutually understood stewards will be allowed a reasonable amount of time to handle grievances.
6. The co-chief stewards will be given reasonable time to handle grievances.
7. Each steward will maintain the tour of duty at time of appointment as a steward for the Union and until such time as this steward ceases to act in that capacity. If his present tour of duty is rotational, he will rotate as long as the designated steward coverage is maintained on all shifts.

ARTICLE XI

HEALTH, SAFETY AND SANITATION

1. The Employer agrees to provide a safety and health program for all employees, and will comply with applicable Federal safety and health regulations. The Employer will establish standards to overcome safety hazards to the extent determined necessary within budget limitations. The parties will cooperate in providing a continuous effective safety pro-gram. Union officials and stewards as well as all other employees are responsible for prompt reporting of observed unsafe or unsanitary conditions to supervisors, the Safety Officer, or a Union Safety Committee member. Records of all accidents or reported possible causes of potential accidents will be maintained.
2. The Employer agrees the Union may appoint two members to serve on the Hospital Safety Committee. The Union members of the Safety Committee will be given official time to attend scheduled meetings and to carry out assignments received from the Chairman of the Safety Committee. The functions of the Safety Committee shall include:
 - a. Assistance in formulation and implementation of safety programs.
 - b. Subject to the provisions of the Privacy Act, review of all safety suggestions, serious lost-time accidents and health hazards including reports of corrective measures taken to eliminate such accidents in the future.
 - c. Promotion of health and safety education for employees in the hospital.
 - d. Reviews of summaries prepared by the Safety Officer of Services' monthly inspection reports and preparation of appropriate recommendations.
3. It is the supervisor's responsibility to assure no employee is allowed to work on any machine or job until he has received adequate instruction regarding health hazards and/or safe and proper methods of operation.
4. It is agreed by both parties a unit steward will serve on safety sub-committees and/or participate on monthly inspections in the Services.
5. The employer agrees to provide transferable identification tags which should be worn by all members of the Medical Center Safety Committee
6. In the event safety inspectors visit the hospital, at least one Union representative shall accompany them when requested by the inspectors and approved by concerned supervisors.
7. The Employer agrees to maintain an occupational health program and to provide the services outlined in Chapter 792. MP-5, Part I.
8. Protective devices, clothing and equipment shall be furnished by the Employer and used by employees in accordance with OSHA standards. The Union may recommend new protective clothing and equipment and/or modification to existing equipment for consideration.
9. The Employer agrees to supply and maintain fire extinguishers on a regular basis in accordance with VACO and OSHA directives. Employees, where possible, will cooperate with the Employer to assure fire extinguishers are not tampered with and that clothing, lunch boxes, and other foreign material are kept away from the fire extinguishers.
10. A list of safety suggestions made by employees which are not implemented will be supplied by the Safety Officer to the Chief Steward and Personnel Officer within five working days after the end of each quarter.
11. Subject to the provisions of the Privacy Act, the Union shall have access to all reports required by regulations implementing Executive Order 11807, Occupational Safety and Health Program.
12. The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure. The primary responsibility for resolving differences involving health and safety matters remains with the Employer and the Union.
13. All work areas shall be lighted in accordance with acceptable standards outlined in MP-3.
14. The Employer will notify employees of benefit options under the Federal Employees' Compensation Act.

15. The Employer agrees policies and operating procedures will be such that personnel will not be exposed unnecessarily to conditions of extreme heat or cold.
16. Office space and indoor worksite temperatures-will be maintained in accordance with Department of Medicine and Surgery guidelines.
17. The employer agrees environmental differentials will be paid in accordance with applicable agency and Civil Service Commission directives and regulations.
18. For Safety reasons, the Employer will not require employees, to work alone where hazardous or un-safe conditions exist or are involved that are beyond the hazardous or unsafe conditions inherent to the job and cannot be eliminated by standard safety practice or procedures. Under these conditions, the supervisor or foreman should make periodic checks of employees engaged in this type of work. This includes working on a ladder over 15* high, working in an enclosed area such as a basement or sub-basement that is less than 5' high or where large machinery is in operation.

ARTICLE XII

DISCIPLINARY ACTIONS

1. The Employer agrees that where a disciplinary action is contemplated or when an employee is presenting a grievance or an appeal he should be advised of the right to be accompanied, represented and counseled by a representative of his own choosing. This provision does not apply in the course of normal supervisory and employee communications unless, and until, it is determined that disciplinary action is indicated. At the time a disciplinary action is indicated and the employee requests representation, there will be no further communication or action until the representative is present.
2. If an employee elects to be represented by the Union in a disciplinary action, copies of all correspondence addressed to the employee will also be forwarded to the appropriate Union representative.
3. If the employee does not elect to be represented by the Union, Correspondence will be addressed only to the employee, who will determine whether or not the Local should be given copies.
4. When an employee does not elect to have Union representation, the Union may have an observer present at disciplinary hearings without charge to leave.
5. The Employer agrees to informally discuss with the employee and his Union representative the basis for any proposed disciplinary or adverse disciplinary action prior to its being reduced to writing. The Employer will carefully consider the employee's views and inform the employee and his representative of his decision before instituting any formal action.
6. Disciplinary action will be initiated within 10 work-days after completion of fact finding and a determination made to take such action. If fact finding is to exceed 15 workdays from the act or occurrence, the union will be notified in writing.
7. It is clearly understood the above provisions apply only to actions taken by officials of the VA Hospital, Allen Park, Michigan.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURES

1. The purpose of this article is to provide a mutually acceptable method for the prompt settlement of grievances. This procedure will be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving grievances over all matters which can be grieved as stated in Chapter 771, MP-5, Part 1. However, any employee or group of employees in the unit may present such grievances to the agency and have them adjusted without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given opportunity to be present at the adjustment. Grievances on all matters for which statutory appeals procedures exist are excluded from coverage of this procedure. In those instances where the parties have decided, for purposes of information, understanding or otherwise, to incorporate by paraphrase, reference or repetition, provisions of law or higher than hospital level policies or regulations into this Agreement, such provisions will not be within the scope of this grievance procedure.
2. A grievance shall be defined as a matter of concern or dissatisfaction to an employee or a group of employees.

3. Supervisors shall recognize stewards as having authority to represent and speak for the Union at work sites at any stage of the Grievance Procedure. The latter may aid employees of the unit in the presentation of grievances in accordance with the policy and procedure outlined in this Agreement.
4. Procedure for GS and Wage Employees:
 - Step 1 - The employee will present his grievance orally or in writing to his immediate supervisor. He may request representation from a steward assigned to his organizational segment. If this steward is absent, an alternate steward may be assigned by the Chief Steward or his designee. If necessary, the immediate supervisor will obtain the assistance of higher level supervision or others having responsibility for decision on the issues involved. Grievances resulting from a continuing practice or condition may be presented at any time; grievances resulting from a particular act or occurrence must be presented within 15 calendar days from the time the aggrieved employee becomes aware of the act or occurrence. The supervisor will give his decision within 5 workdays after presentation of the grievance. The reply will be oral unless the employee has presented the grievance in writing. The concerned Union steward will also be informed of the decision.
 - Step 2 — If the grievance is not satisfactorily resolved, it will be presented in writing through the steward to the employee's service chief within five workdays of the date of the decision given under Step 1. If, after a review of the grievance, the service chief finds he cannot resolve the complaint, he will schedule a meeting which will include the employee, Chief Steward or his designee, Personnel Officer, and others who may be involved or have pertinent knowledge regarding the issues. This meeting must be scheduled no later than five working days after the service chief receives the complaint. A written decision must be given by the service chief to the employee and the Chief Steward or his designee no later than five working days following the meeting.
 - Step 3 — If the grievance is not satisfactorily resolved at Step 2, it will be presented to the Hospital Director in writing. He will respond with a decision within ten workdays. In the event the Hospital Director's decision does not satisfactorily resolve the grievance, the Employer or Union may, within fifteen workdays, indicate the issue will be submitted for binding arbitration. Within this period a request will be made to the Federal Mediation and Conciliation Service for a list of five arbitrators. Each party will alternately strike one name from the list of arbitrators until one name remains. That individual will be the arbitrator. The party that will strike the first name will be determined by lot. The costs of arbitration will be borne equally by the two parties. The arbitration hearing shall be held during the regular tour of duty and involved employees shall be in a paid status without charge to leave while participating in the arbitration proceedings. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Council under regulations prescribed by the Council.
5. Procedures for Veterans Canteen Service Employees:
 - Step 1 - An employee shall have the right to pre-sent a grievance to the Canteen Officer orally or in writing. Grievances concerning a continuing practice or condition may be presented at any time; grievances concerning a particular act or occurrence must be presented within ten days of the date of the act or occurrence. The employee may request representation of a Union steward assigned to Canteen Service. The grievance will be discussed informally and every effort made by the Canteen Officer to resolve, the issue involved. A decision will be given within five workdays after presentation of the grievance. The reply will be oral unless the employee has presented the grievance in writing. The concerned Union steward will also be informed of the decision.
 - Step 2 - If the grievance is not satisfactorily resolved at Step 1, it may be presented to the Canteen Field Director in writing through the Canteen Officer within ten workdays of the Canteen Officer's decision. The Field Director will review the grievance and issue a decision in writing within fifteen workdays. In the event the Field Director's decision does not satisfactorily resolve the grievance, the Employer or the Union may, within fifteen workdays, indicate they are taking the issue(s) involved to arbitration. Within this period a request will be made to FMCS for a list of five arbitrators. Each party will alternately strike one name from the list of arbitrators until one name remains and he will be the arbitrator. Who will strike the first name will be determined by lot. The cost of arbitration will be borne equally by the parties. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Council under regulations prescribed by the Council.
6. The Arbitrator shall not have authority to add, to subtract from, or modify any provision of this Agreement nor to submit findings on any question except the one submitted for arbitration. Arbitration will be binding to both parties.
7. The Employer and the Union will observe all time limitations on grievances and investigations. Time limitations may be extended by mutual agreement. Violations of time requirements on the part of the Employer will automatically advance the grievance to the next step of the procedure. Violations on the part of the employee or the Union will automatic-ally cancel the grievance.

8. Since the Union is recognized as an exclusive bargaining representative as well as one of the parties to this Agreement, it may file grievances in its own name in accordance with the provisions of this Agreement at the appropriate step of the grievance procedure. If a grievance of this nature is not resolved at the step initiated, subsequent steps in the appropriate grievance procedure may be followed.

ARTICLE XIV

OCCUPATIONAL DISEASES AND JOB-RELATED INJURIES

1. All employees incurring job-related injuries will be afforded the opportunity to work on light duty jobs, if available, when recommended in writing by their physicians and concurred in by the Personnel Physician.
2. Employees who, within a year, recover from job-incurred disabling injuries will have the right to return to their former jobs or jobs of equal pay and rank.
3. Within the scope of pertinent directives and regulations, employees suffering from job-related injuries or occupational diseases will be retained in a pay status while their claims are being adjudicated by OWCP.
4. Where there is disagreement or question as to employability of an employee between Personnel Physician and an employee's physician, the Employer will request that OWCP appoint a third impartial physician. In the interim, the employee's status will not be changed.
5. Licensed medical physicians will make all determinations regarding employees' abilities to return to duty.

ARTICLE XV

USE OF OFFICIAL FACILITIES

1. At the request of the Union, the Employer will pro-vide adequate facilities for official meetings of the Local during non-duty hours of the employees involved, provided such use will not interfere with the proper functioning of hospital activities.
2. The use of space by the Union will be of benefit to the hospital in furtherance of effective labor-management relations and the Employer agrees to furnish the Union with space for the purpose of conducting matters directly relating to Executive Order 11491 as amended and pertaining to the employees in the unit under these conditions:
 - a. That the space is not required for the immediate needs of the hospital.
 - b. That the Employer retains the right to terminate the use of the space at any time a need arises.
 - c. That such use will not injure the space in question.
3. Three reserved parking spaces will be provided for the Union,
4. If the Union desires to have an announcement over the public address system, it will be submitted in writing to the Hospital Director or his designee for decision.
5. Stewards will have access to government telephones within the hospital for internal use when necessary in conducting proper labor-management activities.
6. The employer shall provide free parking for all employees.

ARTICLE XVI

CLEAN-UP TIME - MEAL AND REST PERIODS

1. a. During the 30-minute lunch period employees will be relieved from duty and will not be required to remain in the close proximity of their worksites. b. Positive measures will be taken by the Employer for the adequate maintenance of the Snack Bar facility during uncommon tours of duty.
2. Each employee shall be granted a ten-minute rest period during each four hours of continuous duty, not to be taken at the beginning or the end of the tour.

3. Employees on tours where a regular lunch period is not provided will be granted twenty minutes for refreshments in their work areas. These breaks may be taken away from their duty stations when coverage is available.
4. The Employer will provide time at the end of a tour of duty consistent with the nature of work performed for employees to return tools, clean up work areas and equipment and personal clean-up. Immediate supervisors will be responsible for determining the amount of time needed as appropriate.
5. When an employee is permitted to wear his uniform to and from work, no time will be set aside within his scheduled tour of duty, nor will any additional time be added to the scheduled tour for the purpose of changing into or out of uniform. When an employee is required to change his uniform, he shall be given ten minutes at the beginning of the tour of duty and ten minutes before the end of the tour of duty for the purpose of changing into and out of his uniform. Exception* in the designation of dress up time may be made when it is impossible for a service to provide for overlapping tours of duty.
6. Employees authorized clean-up and dress-up time will not use this time for arriving late or leaving early.

ARTICLE XVII

PUBLICITY

1. The Employer, agrees that an enclosed bulletin board can be located at the intersection in the main central corridor. Building A. for the sole use of the Union. The cost of this board will be borne by the Union.
2. Periodically, the employee newsletter will include an item identifying Local 933 AFGE as the employee organization having exclusive recognition. Names and locations of Union officers will be included. Union office extensions will be included in the hospital telephone directory.
3. The Union shall be permitted to place appropriate announcements other than internal business or solicitation of membership in the employee news-letter.
4. Copies of this Agreement in a booklet format will be made available to operating officials, supervisors and employees in the unit within 90 days of final approval. New appointees in these categories will be given copies at the time they are processed. One hundred copies will be given to the Union. The cost of printing the Agreement will be borne by the Employer.
5. The Federal Personnel Manual will be made available for review and reference purposes during the regular administrative tour of duty. MP-5 and the Hospital Employment Policy manuals including amendments will be furnished the Union by the Employer.
6. The Employer will distribute AFGE Health Benefit Plan brochures to new employees upon request.

ARTICLE XVIII

PROMOTIONS AND REASSIGNMENTS

1. It is mutually agreed the negotiated promotion plan will contain policies, procedures and implementing instructions which will insure equal opportunity for employees and applicants covered by the Federal merit system.
2. The hospital's promotion plan will be implemented in accordance with the provisions of this Agreement and existing agency and CSC policies and directives.
3. The plan will be followed when positions are filled by:
 - a. Promotion.
 - b. Selection for a higher grade, or one having promotion potential, by either transfer, reinstatement or selection of a non-temporary Federal employee from a Civil Service register.
 - c. Reassignment to a position with known promotion potential.
 - d. Detail for more than sixty days to higher grade position or to one with known promotion potential.
 - e. Temporary promotion for over 120 days.
 - f. Selection of employees for training when such training is required for promotion.
4. Vacancies and Promotion Announcements
 - a. All vacancies will be filled by selection from among those persons available with the best qualifications. Unless precluded by Civil Service Commission or VA policies or regulations or by court decisions, first consideration will be given to hospital employees and VA employees at other stations who submitted voluntary applications. Outside applicants may be considered concurrently with VA employees.

- b. All position vacancies within the unit will be announced; however, other recruiting methods may be used simultaneously.
 - c. Promotional opportunity announcements will be posted and remain posted for seven consecutive working days on employee bulletin boards out-side the Personnel Office, at the main corridor intersection in Building A, outside the Canteen, and in the employee lunchroom. These are the only official places for posting of the announcements; however, copies will be forwarded to the services for posting on bulletin boards and distribution to employees located in outlying buildings. A sufficient number of copies will be sent to the Local 933, AFGE office for distribution to stewards. All announcements will be furnished on a timely basis.
5. For all positions, the minimum area of promotion consideration will be hospital-wide, including voluntary applications from VA employees at other stations. The selecting official generally should be able to choose from among at least three highly-qualified candidates, and the area of consideration shall be extended only to the degree necessary to produce this number. However, if only one or two highly-qualified candidates are produced and the selecting official is willing to choose one of them, extension is not necessary.
 6. The Employer agrees that when an employee in the unit is detailed to a higher-graded position for two full pay periods or longer, he shall receive a temporary promotion provided all pertinent regulations are met. The effective date of such a promotion will be the beginning of the first pay period after it becomes known that the detail shall exceed four weeks. The use of several short details to avoid such a temporary promotion shall not be allowed.
 7. Generally, no more than five top-ranked candidates will be certified to the selecting official for each vacancy. Qualified candidates will not be certified if there are at least three highly qualified candidates available.
 8. Personnel Service shall notify each applicant in writing of the following items as appropriate:
 - a. Whether the employee was considered for pro-motion and, if so, whether he was found eligible on the basis of the minimum qualification requirements for the position.
 - b. Whether he was one of those in the group from which selection was made.
 - c. The individual selected.
 9. All selections made under the promotion plan will be published in the employee newsletter. "The Park Bench." Copies of notification to employees select-ed for promotion will be forwarded to the office of Local 933, AFGE. If a selection is not made within sixty calendar days of the closing date of an announcement, the Union and affected employees will be notified immediately of the reasons for the delay.
 10. The regulations prohibiting the appointment and/or promotion of relatives as outlined in FPM Chapter 310 are fully applicable. It is agreed that pre-selection and personal favoritism are prohibited.
 11. This plan does not cover any other type of placement action such as reassignments, transfer of employees from other agencies, selection or any other placement method not specifically covered in this section. However, when organizational changes are contemplated, the Union will be consulted.
 12. The Employer agrees that an employee or his designated Union representative will be permitted to review the employee's promotion qualification rating or ranking action when said employee is a candidate for promotion and is not selected. This review may be requested by the employee or his representative within fifteen working days after notification of the selection determination and may include the following:
 - a. Whether the employee was found eligible or in-eligible for consideration on the basis of the minimum qualification requirements for the position.
 - b. Whether or not the employee was one of those listed in the ranking group from which the selection was made.
 - c. The name of the person selected for the promotion.
 - d. The contents of all supervisory appraisals of the employee's past performance used in considering him for promotion. Employee will sign and date appraisals reviewed.
 - e. The areas of work, if any, where the employee. should improve to be better qualified for future promotion considerations.
 - f. Supervisor's plan for assistance to the employee which may help him improve in areas of deficiency so that he may receive more favorable consideration when applying under future promotional opportunity announcements. This in-formation may be obtained by informal discussions with supervisory personnel and Personnel Service staff employees.
 13. The Union representative of an employee not select-ed for promotion may review all pertinent promotion action documentation provided information can be presented in such a manner particular employees are not identified. It is understood that maintenance of anonymity will require omission of names and, if necessary, utilization of extracts.
 14. Special panels (or committees) consisting of Personnel Office staff members, representatives of the Union, and occupational specialists will meet at the call of either party to establish specific criteria and

weights to be assigned to evaluation and ranking factors according to generic types of positions (i.e., supervisory positions, clerical positions, wage administration positions, technician positions, professional positions).

15. The Employer agrees the Union will be authorized to appoint an observer for each job element rating panel utilized under the Promotion Plan. Observers shall not participate or have a voice in the deliberations or decisions of the panels. The Official Personnel Folder and other documents of an employee utilized by a panel in its deliberations may be re-viewed by an observer if the employee affirmatively designates the 'Union as his representative during panel proceedings. Upon completion of rating panel determinations, observers will complete record forms signed by panel chairmen and observers. Observers shall treat all information obtained at panel meetings as strictly confidential and shall not discuss the proceedings except to report to the Union President or designee matters they believe require his attention or action.
16. No comparative analysis of the relative merits of candidates will be given to an employee. A non-selected employee who is among the candidates referred to the selecting official shall, upon request, be told the reasons for non selection. If an employee is not satisfied proper procedures have been followed, he may file a grievance. If an employee files a grievance, and it is found that he/she was not promoted or given consideration because of the violation, he/she will be given priority consideration for the next appropriate vacancy before candidates under a new promotion or other placement action are considered.
17. The Union will be furnished a copy of the annual promotion plan-review.
18. Prior to implementing revision or changes to the promotion plan, management will consult or negotiate with the Union.
19. Employees referred for promotion consideration shall be listed in seniority order under each category, such as high qualified and qualified. Seniority considerations shall be based on length of service at VA Hospital, Alien Park, Michigan.
20. Exceptions to the Competitive procedures of the Merit Promotion Plan
Promotions may be made as, exceptions to competitive promotion procedures in any of the following situations:
 - a. Promotion to positions upgraded without significant change in duties and responsibilities. This relates to promotions where positions have been upgraded without significant changes in duties and responsibilities on the basis of either the issuance of a new classification standard or the correction of a classification error.
 - b. Repromotion to grades or positions from which demoted without personal cause and not at his/ her own request.
 - c. Promotion during reduction-in-force where pay-fixing policy gives an employee the benefit of a slightly higher pay rate or because the minimum rate of the new job exceeds the rate the employee received in his old job.
 - d. Promotion to a higher grade for 120 days or less.
 - e. Promotion after failure to receive proper consideration. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration he lost.
 - f. Where positions are reconstituted in higher grades because of the accretion of additional duties and responsibilities, if accretion was not the result of planned management action.
21. Relationship to Other Personnel Programs The promotion plan will be administered in such a way as to assure its integration with all personnel program areas, with emphasis on the following:
 - a. Training and Career Development
 - (1) Employer agrees to provide training, career counseling, and other assistance to employees who desire to obtain additional skills and/or education which will enhance promotional possibilities subject to available funding and staffing limitations.
 - (2) Training, experience, and other self-development activities included in employees' personnel folders which would increase potential for effective performance in positions to be filled will be considered in the evaluation and ranking process.
 - (3) The Employer, through consultation with the Union, will utilize to the fullest extent the present skills of employees by all means, including the redesigning of jobs where feasible, and will provide the maximum opportunity for employees to enhance their skills through on-the-job training.
22. The Personnel Office shall maintain a record of pro-motion actions for at least two years. Such records will contain all documentation necessary to show that each promotion action was made in accordance with this promotion plan and appropriate regulations of the VA and the CSC.

ARTICLE XIX

LABOR-MANAGEMENT COOPERATION

1. The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conjunction with these drives, the unions will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed, un-marked envelopes. It is further agreed that no lists except those used by fund drive chairmen will be kept showing the names of contributors and the amounts of their contributions.
2. The Employer agrees that the Union may submit the names of two employees for appointment on the following committees: Safety Committee, Annual Promotion Review Committee, EEO Supervisory Committee, Blood Bank Committee, Savings Bond Committee, Training and Development Committee, and all charity drive committees. If any committees are established in the future on which the Union feels it should have representation, necessary arrangements or negotiations will be carried out as appropriate.

ARTICLE XX

CONTRACTING

The Employer agrees to notify the Union in advance of all contracting actions which will displace career employees in the unit. The Employer further agrees to minimize displacement actions through realignment and re-training to retain career employees.

ARTICLE XXI

TIME SCHEDULING

1. If possible, employees shall be granted two consecutive days off in each administrative work week when preparing schedules, supervisors will make every effort to avoid scheduling which results in more than six consecutive workdays between off-duty days unless such scheduling is to comply with an employee's request. Distribution of weekends off shall be scheduled as equitably as possible, allowing each employee at least one weekend per four-week period.
2. The Employer agrees to provide the following:
 - a. The posting of work schedules covering not less than a four-week period at least two weeks in advance of their effective dates. It is recognized that changes in these schedules may be required because of emergency situations; however the Employer will make every effort to avoid last minute changes.
 - b. An administrative workweek of seven consecutive days, Sunday through Saturday; the scheduling of a basic workweek of five days, Monday through Friday. Monday through Friday and the two days outside the basic workweek shall be consecutive.
3. Changes in established tours of duty or hours of work will be made only after consultation with the Union.
4. Assignments to tours of duty will be distributed and rotated equitably among qualified employees. Any complaint or disagreement on the changes of assignments to tours shall be processed in accordance with the article on grievance procedure. A roster and record of employees involved in changes of tours shall be maintained by the Employer for one year and may be reviewed by the stewards.
5. The Employer agrees to pay overtime for all official travel outside basic workweeks so long as payments are legal under current laws and policies. Any necessary travel shall be performed, as much as possible, during the regular work hours of employees.
6. Employees' requests for tour adjustments to attend school shall be granted unless it can be shown that it would adversely affect direct patient care or supporting operations.
7. The planning of time is essential and important in effective staffing and the morale of employees. The difficulty of maintaining rigid and fast rules at all times in the planning of time is fully recognized by all concerned. Time planners will observe the following:
 - a. Every effort will be made to avoid split days.
 - b. Giving days off before or after leave unless otherwise requested.
 - c. A weekend is defined as Saturday and Sunday.

Employees may arrange to change time with their fellow employees provided it does not conflict with other time planning provisions, but it is the responsibility of employees concerned to make these arrangements and obtain the approval of their supervisors.

- d. Holidays will be distributed equitably among all employees. Conflicts will be resolved by seniority within the work unit, except employees who were off on a given holiday the prior year should not expect to receive that same holiday for two consecutive years.
- e. Rotation of tours of duty or relieving of personnel will be shared equally among all employees except those who have been permitted to work an indefinite evening or night tour of duty.
- f. Employees will be given at least sixteen hours off between shifts except in emergencies.
- g. No employee shall work more than two shifts in one administrative workweek except during emergencies.

ARTICLE XXII

TOURS OF DUTY

A list of all uncommon tours of duty shall be forwarded to the Union office after the annual review and approval of the Hospital Director.

ARTICLE XXIII

LEAVE

1. When an annual leave schedule is being prepared and two or more employees have requested the same period of leave resulting in the necessity that one or more of such requests be denied because of staffing needs, those employees with the longest period of service (seniority) within the work unit shall be given preference in the granting of such leave. However, a past record of having been granted leave during preferred periods would be grounds for denial.
2. All services shall make adequate provision to insure all employees are given equal opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared. Upon preparation of schedules, employees will be notified of leave requests approved or denied. Also, provision shall be made for adequate notification of employees who may be absent from duty so they may submit their requests in time for equal consideration.
3. The Employer agrees under the following conditions to grant up to three days of authorized absence for any single request for Union officials or representatives to attend conferences or seminars when such requests meet the criteria outlined in Chapter 630, MP-5, Part I. These are the conditions:
 - a. Request for attendance is submitted three weeks in advance.
 - b. Employees may be spared from their duties and responsibilities.
 - c. Requests will generally include not more than three employees from a single service.
4. An employee's sick leave is an entitlement, and supervisors shall keep this in mind in the administration of sick leave. However, the granting of sick leave in accordance with controlling regulations is an administrative responsibility. The nature of evidence required to determine whether an employee is incapacitated must, of necessity, be left to administrative determination, bearing in mind the possibility of abuse.
5. Employees on sick leave for more than three work-days must complete an SF-71, 'Application for Leave', upon return to duty and furnish satisfactory evidence of the need for sick leave. Generally, this would be a signed statement from a physician. An SF-71 and medical certificate, or the equivalent, should not be required for sick leave of three days or less. However, where there is reason to believe an employee is abusing sick leave, a medical certificate may be required for any period of absence, provided the employee has been informed in advance, in writing, that such a requirement has been established. A copy of notification to the employee will be for-warded to the union office if agreed to by the employee.
6. When it would be unreasonable to require a medical certificate because the illness did not require a physician's service, the employee's signed statement of reasons why the medical certificate was not furnish-ed may be accepted.

ARTICLE XXIV

OVERTIME

1. It is agreed that provisions of the Federal Labor Standards Act and supplemental Civil Service Commission directives as they apply to Federal employees shall be rigidly adhered to by the Employer. Fifteen minutes is the minimum period of overtime that can be authorized.
2. A rotational system will be established whereby each and every employee within a work unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the service will permit. Suitable records of overtime worked must be maintained by section supervisors to assure that each employee receives substantially the same consideration. An overtime roster and records shall be maintained. When feasible, by the supervisor and may be reviewed by the steward if provisions of the Privacy Act permit. Supervisors shall not assign overtime work to employees as a reward or a penalty,
3. Upon receipt of approval of an overtime request by a supervisor, notification will be given employee(s) as soon as possible so that they may make suitable arrangements.
4. Employees either in training or on details shall be considered for overtime in their sections subject to the provisions of this Article; however, trainees shall not be authorized to work overtime unless their capabilities for the work to be done warrant performance of overtime.
5. The Employer will give maximum consideration to filling full-time positions when there is a definite need justified by excessive overtime.
6. Employees called in to work outside of and unconnected with their basic workweek shall be immediately excused upon completion of all emergencies. All callback overtime worked shall be considered at least two hours in duration.

ARTICLE XXV

EQUAL EMPLOYMENT OPPORTUNITY

1. The Employer and the Union reiterate their agreement to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of age, race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a continuing affirmative program.
2. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination from all policies, practices and working conditions. Corrective action could include disciplinary measures involving employees and supervisors who engage in discriminatory practices.
3. The Employer agrees to appoint and train six EEO Counselors, three of whom will be assigned to the regular tour of duty, two to the afternoon tour, and one to the midnight tour. Nominations for these positions will be accepted from the Union and the Union shall be consulted prior to their final selection. Candidates selected shall meet the criteria established by the program and will be trained in accordance with the provisions of applicable regulations. Counselors will serve under the direction of the EEO Officer. The Union will be consulted prior to final selections.
4. The Employer will establish as many EEO Counselors and other positions as may be necessary to carry out the functions of the program.
5. The Employer shall provide for receipt and forwarding to Director, Equal Employment Opportunity, VA Central Office, general allegations from the Union as a third party complainant.
6. The Employer shall publicize EEO officials by posting their names, working locations, and photographs on official bulletin boards.
7. The Employer shall make reasonable accommodations as to the observance of employees' Sabbaths on whatever days they may occur..
8. The Equal Employment Opportunity Officer will prepare an annual report on the progress of the Equal Employment Opportunity Program. Copies will be provided the Union.
9. The Employer agrees to submit to the Union on a quarterly basis copies of statistical employment information by minority group designation and sex.
10. The Employer will adhere to the resolution of equal employment opportunity problems utilizing the establishment of goals and timetables. Further, the Employer will consider suggestions, recommendations, and amendments submitted by employees at any organizational level which can be incorporated into specific action plans.
11. The Employer shall adhere to established EEO criteria in all programs providing training opportunities to all employees. Minorities and women shall share in any such programs.
12. The Employer will be responsible for keeping up-to-date documentation on all training programs.
13. The Employer agrees funds available for the furtherance of education shall be available to all employees.

ARTICLE XXVI

ALCOHOL AND DRUG ABUSE PREVENTION AND CONTROL PROGRAM

1. The Employer and the Union agree to cooperate in the application and administration of the Alcohol and Drug Abuse Prevention and Control Program.
2. Through procedures established for Employer-Union cooperation, each party agrees to advise the other of any problem areas in the unit represented by the Union. The Employer and the Union agree to jointly seek solution to such problems.
3. The Employer recognizes its obligation to consult and, where appropriate, negotiate with the Union in the establishment, implementation, and maintenance of the Alcohol and Drug Abuse Program. It is understood by both parties this obligation relates to aspects of the Program and not individual cases. In connection with this provision, designated Union officials will meet periodically with management officials and/or the Program Coordinator to review progress and evaluate program effectiveness.
4. Policy. It is recognized that alcohol and drug abuse problems are conditions which have social, medical and psychological implications which are prevent-able and treatable. Alcohol and drug abuse problems will be handled in a confidential manner.
 - a. Alcoholism: A chronic disease characterized by repeated excessive drinking which interferes with the individual's health, interpersonal relations, economic functioning, or standing in the community.
 - b. Drug Abuse: A health problem characterized by the use of a drug in a manner or to a degree which interferes with the individual's health and job performance.
5. Responsibilities.
 - a. Program Coordinator - A coordinator will be appointed by the Hospital Director to coordinate local operations of the program. Functions of the Coordinator will include:
 - (1) Arranging for, and/or conducting training for supervisors, employees, and Union officials. Training efforts will include emphasis on the control and prevention of alcoholism and drug abuse and the distribution of related materials.
 - (2) Guiding and assisting employees in obtaining rehabilitation from local community resources.
 - (3) Developing and maintaining counseling services.
 - (4) Establishing and maintaining current liaisons with rehabilitation sources that will meet the varying needs of employees.
 - b. Personnel Service will provide assistance and advise to the Coordinator when requested. Procedures will be developed to assure new employees are aware of the Program and the role of the Coordinator. The Union President will receive quarterly reports of the number of employees participating in this Program and a summary of overall results.
 - c. Supervisors are the key point of emphasis in this Program, being in a position to observe the employees' attendance on the job, attitudes, conduct, and performance. To this extent, they can observe certain signs which may indicate that performance deficiencies are associated with the misuse of alcohol or other drugs. Supervisors must be able to describe behavior deficiencies, but should not attempt to diagnose, draw conclusions, or make value judgments. This is a medical determination.
6. Procedures
 - a. When a supervisor has tentatively recognized that an employee's misuse of alcohol or other drugs is probably the cause of poor performance, he will:
 - (1) Be observant of work and/or behavior changes of assigned employee.
 - (2) Document specific instances of unacceptable work performance, behavior, or attendance.
 - (3) Advise medical and/or counseling staff of the employee's problem by describing behavior without attempting to diagnose or draw conclusions, which is a medical and/or counseling responsibility
 - (4) Interview the employee by focusing on poor work performance, and provide information about counseling services if such performance is caused by a personal or health problem. The supervisor will advise the employee that he may have Union or other representation present at this time if the employee feels the situation may result in a disciplinary action or grievance. If the employee desires union representation, the supervisor will make an appointment with the Chief Steward or his designee. In those cases where the employee refuses help, and performance continues to be unsatisfactory, the supervisor will provide a firm choice between accepting agency assistance through counseling or professional diagnosis of the problem, and cooperation in treatment if indicated, or accepting consequences provided for unsatisfactory performance.

- b. The Coordinator will offer information to the employee and provide a program of rehabilitation if so warranted. The available options and alternatives will be discussed. Information ex-changed during such interview will remain confidential.
 - c. Follow-up procedures will be instituted by the Coordinator and records will be retained by him.
 - d. Subsequent actions by the Personnel Office or supervisor may be initiated as required after careful evaluation of the employee's progress.
 - e. All inquiries and records will be held in strict confidence. No information concerning an employee's drug abuse or drinking problem will be recorded in the employee's official personnel folder.
7. Any employee who participates in this program will be entitled to all of the rights and benefits provided to other employees who are ill, in addition to specific services and assistance which this program may provide.
8. It shall be the responsibility of supervisors to follow alcoholism and drug program policies and procedures as outlined in this Agreement. It shall also be their responsibility to assure any employee with an alcohol or drug problem that a request for diagnosis or treatment will not jeopardize his job rights or job security and that confidential handling of the diagnosis and treatment of these problems is an absolute fact — not an assertion.

ARTICLE XXVII

EMPLOYEES' PERSONNEL FILES

1. Information concerning employees that is derogatory, or could be considered by employees as derogatory, will not be filed in official personnel folders or other personnel files until it has been determined employees have been informed of the contents of such documents, the inclusion of information is in keeping with agency policy and applicable procedures including those involving misconduct have been observed.
2. Information referred to in the above provision does not include information developed by character and qualification investigations in connection with appomtments, conversion to competitive status or other personnel actions; or information of the type determined to be confidential by Part 294 601 of the Federal Personnel Manual; or information received under a pledge of confidence.
3. Except for information noted in paragraph 2 employees will be given copies of derogatory documents placed in their personnel folders. An entry which the employee believes to be unjustified is subject to the negotiated grievance procedure.
4. An employee or his representative designated in writing may, on official time. examine the contents of his personnel folder in the presence of a Personnel office employee. The information listed in Part 294.703 of the Federal Personnel Manual will be removed prior to this review. Employees will not be allowed to review personnel folders of other employees except as authorized for official purposes.
5. An employee's performance and potential evaluations may be reviewed by the employee and/or his/ her representative designated in writing.

FOR LOCAL AFGE 933	FOR VETERANS ADMINISTRATION
BERYL N.HOLLOWAY Chief Negotiator	PAUL M. VANCE Chief Negotiator
RAYMOND L. COLEY Principal Negotiator	SYBIL M.HOLTON Principal Negotiator
JAMES R. KLEIN Principal Negotiator	A. ZAMBERLAN Hospital Director
JOHN F.ORR Alternate	JOHN D. CHASE, M.D. Chief Medical Director
JOSEPH H. JAMES Director, Local 933, AFGE	

Effective Date of Agreement

NOTE: This agreement is approved with the exception of the item listed in the letter of approval on this date.

MEMORANDUM OF UNDERSTANDING FOR COLLECTION OF DUES BY PAYROLL ALLOTMENTS VETERANS ADMINISTRATION HOSPITAL

Allen Park, Michigan 48101

And Local No. 933, American Federation of Government

Employees

The Director of the VA hospital identified above and hereafter referred to as the VA and the President of Local No. 933, American Federation of Government Employees, hereafter referred to as Local 933, hereby adopt this mutual understanding of their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting the dues of the members in good standing of Local 933 who voluntarily authorize allotments from their pay for this purpose.

- I. Employee Eligibility. An employee officially assigned to the VA hospital described above who is a member in good standing with Local 933, AFGE, may authorize an allotment from his pay to cover his regular dues for such membership provided that: (a) he regularly receives an established normal amount of pay on the regularly scheduled paydays at the hospital; and (b) that such normal pay is sufficient, after legal deduction and other authorized allotments, to cover the full amount of the allotment for dues established in part III of this memorandum; and © that he has authorized not more than one other current allotment for payment of dues to a recognized labor organization; and (d) that he has voluntarily completed a request for such allotment from his pay, with full knowledge of the limitations on revocation of the authorization; and (e) that he is included in the unit for which exclusive recognition has been granted.

- II. Allotment Authorizations - Procedure and Effective Dates
 - A. Local 933 will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment as well as the provisions and procedure for revoking it.
 - B. Local 933 agrees to purchase and distribute to its members in good standing the prescribed authorization form and to receive completed forms from members who want to request an allotment. The Treasurer is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the local. He will then complete the required certification and submit the forms to Personnel Service (05).
 - C. Allotments authorized on properly completed and certified forms which are received in the Fiscal Service 3 workdays before the beginning of a complete pay period will be processed and the authorized amount withheld from the employee's pay for that period, provided the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the allotment for dues established in part III. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions provided in part IV.
- III. Amount Withheld is \$4.25. This has been established on the basis of the amount of regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). If regular dues are changed Local 933 will notify the Hospital Director in writing of the change or changes. This memorandum will be amended by endorsement to reflect the revised amounts established. Not more than one such change will be made in any period of 12 consecutive months.
- IV. Terminating Allotments
 - A. If Local 933 loses exclusive recognition under any of the conditions specified in Civil Service Reform Act or OPM or VA regulations, the Personnel Service will advise the Fiscal Service to terminate allotments for all members effective with the beginning of the pay period following the one in which the notification is received by the Fiscal activity.
 - B. The allotment of all employees in the organization will be terminated on the effective date of the first complete pay period after the dues withholding, agreement between VA and the organization (1) is terminated, (2) ceases to be applicable to employees, or (3) is suspended or terminated by appropriate authority outside VA.
 - C. The allotment of an individual employee will be terminated on the effective date of his separation from the VA or reassignment to another VA position not served by the hospital Fiscal Service or under a different station head. Allotments will not be prorated, however, and full allotments will be taken from the check covering a final partial pay period.
 - D. The allotment of an individual employee will be terminated effective with the first complete pay period after which the Fiscal Officer receives written notice from the President or his designee that the employee is no longer a member in good standing of Local 933.
 - E. If the employee is promoted, reassigned, or otherwise moved out of the unit of recognition, it shall be his responsibility to notify the Fiscal activity to terminate his allotment. In any event, Personnel Service will forward names of employees removed from the unit by such actions to the Fiscal Service and Local 933 and instruct the Fiscal Officer to terminate their allotments.
 - F. An allotment of union dues may not be revoked for a period of one year after initial authorization. A written revocation of his/her allotment received from an employee will be held until September 1. The termination will become effective at the beginning of the next pay period.
- V. Remitting Amounts Withheld. Promptly after the close of each pay period the Fiscal Officer will certify for payment the net amount withheld to be delivered to AFGE Local 933. The check will be accompanied by a list in duplicate of the employee' members of the local with current allotment authorizations and the amount withheld from each person's pay including a statement showing the total amounts withheld during the pre-ceeding pay period, and the net balance remitted. Employees whose pay was not sufficient to cover the full amount of the deduction will also be identified on this list.
- VI. Required Notices
 - A. The President of Local 933 will notify the Fiscal Officer in writing, within 7 workdays when an employee with a current allotment authorization ceases to be a member in good standing.
 - B. The President of Local 933 will promptly notify the Personnel Officer in the event of a change in dues structure or a change requiring an amendment to the memorandum of understanding.
 - C. Any written revocation of allotment authorization received by any officer of Local 933 will be sent to the Fiscal Officer within 5 workdays after it is received.
 - D. The Fiscal Officer will promptly send a copy of each written revocation received to the Treasurer, Local 933.

Approved:

A. ZAMBERLAN. Director
VA Hospital
Allen Park. Michigan

JOSEPH H. JAMES.
Director Local 933
American Federation
Government Employees

**MEMORANDUM OF UNDERSTANDING
FOR NEGOTIATING COLLECTIVE BARGAINING AGREEMENTS**

1. INTRODUCTION

This memorandum of understanding is entered into by Veterans Administration Hospital, Alien Park, Michigan (hereinafter referred to as "Employer") and AFGE Local #933 (hereinafter referred to as "Local"). Local #933 was certified by the Director of the Veterans Administration Hospital, Alien Park, Michigan, in a letter dated August 8, 1966, as the exclusive representative for the unit comprising all regular work force employees except:

Managerial executives; Employees engaged in personnel work in other than a purely clerical capacity:

Supervisors as defined in Executive Order #11491;

Physicians, dentists, nurses and other professional employees whose duties customarily require graduation from a college or university of recognized standing.

This memorandum which complies with the pro-visions of Executive Order 11491 provides procedures for negotiations which will expedite agreements by reducing potential areas of misunderstanding and dispute.

2. PROCEDURES

a. *Membership of Negotiating Teams:*

- (1) Each negotiating team shall have no more than three (3) principal negotiators, and they are to be identified to each party at least seven (7) days prior to the beginning of negotiations.
- (2) To assure continuity of negotiations alter-natives will be present at all negotiation sessions. Except when serving during the absence of principle negotiators, they will not be permitted to participate.
- (3) Notification of alternates being used at any particular meeting must be given to the other party at least four (4) hours before the session in which they will participate.
- (4) The utilization of alternates will be held to a minimum.
- (5) Alternates shall be entrusted with the same right to speak for and to bind their principals as the members they replace.
- (6) Chief Negotiators shall be official spokes-men for their team.
- (7) Each spokesman may call on or authorize any member of his negotiating team to speak.
- (8) Observers will not be permitted to attend negotiation sessions.
- (9) When impasses occur, the employer and the local may request the presence of national representatives to assist in the resolution of issues. One (1) but no more than two (2) national representatives may be utilized by either party.

b. *Initialing:*

- (1) Upon reaching agreement on each article, Chief Negotiators shall signify such agreement by initialing and dating the agreed upon item.
- (2) The agreement shall not be complete and finalized until all parts therein have been disposed of by mutual consent.

c. Ground Rules for Contract Negotiations:

- (1) Negotiating sessions will convene on Mon-days, Wednesdays and Fridays, the first session to be held on Monday, January 6, 1975.
- (2) Negotiating sessions shall be held at the hospital from 9:30 a.m. to 3:00 p.m. with a half-hour break from Noon to 12:30 p.m.
- (3) The Union negotiating team shall be on official time during the first 40 hours of negotiations.
- (4) If after 40 hours, the negotiations are not concluded, the time for negotiations shall be changed to: Monday, Wednesday and Friday from 5:00 p.m. to 10:00 p.m.

d. Place of Meetings:

The Employer will provide a suitable meeting place for negotiation purposes and make available additional locations for caucusing.

e. Recesses - Caucuses:

Either negotiating team may call a recess in negotiations for rest purposes and they will not be unreasonably long. A caucus or recess may be called by the Chief Negotiator of either team at any time. The team calling the caucus may remain in the negotiating room; the other team will withdraw. However, the caucusing party shall make every effort to avoid unnecessary delay in negotiations.

f. Availability of Governing Laws and Regulations:

The Employer will keep readily available the basic governing rules and regulations for Federal employees, such as the Federal Personnel Manual, applicable agency manuals, policy statements and procedural documents. The Employer will produce copies of applicable portions of regulations which relate to any matter presented by the Local Negotiating Team.

g. Maintenance of Records

It is agreed that no official transcript will be made of the negotiation proceedings; however, each party may make its own notes. In this connection, the occasional presence of a stenographer to take notes for either party may be permitted by mutual consent.

3. AUTHORITY:

- a. The negotiating team for hospital management is authorized to negotiate all aspects of employee-management relations that are subject to negotiations under Executive Order 11491, the Civil Service Commission and Veterans Administration Regulations issued pursuant to the Order. However, a negotiated agreement will not be considered valid until approved and signed by the Hospital Director and authorized approval officials in VA Central Office.
- b. The Local Negotiating Team has authority to speak for the Local. However, the Local will not be bound by the negotiated agreement, or any portion thereof, until the members of the Local have ratified the agreement.

4. IMPASSES IN NEGOTIATIONS:

- a. When it has been determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse items.
- b. If the impasse can't be resolved, either party may request the Federal Mediation and Conciliation Service to provide mediation service. In this regard, it is clearly understood by both parties the Service determines under what circumstances and in what manner it shall provide its services. The rules of the Federal Mediation and Conciliation Service shall govern the use of mediators.
- c. After such mediation effort, either party may re-quest that the impasse be submitted to their respective National Headquarters for consideration. Within five (5) days after such notification, the parties shall submit their positions to their National Headquarters.
- d. Any impasses not resolved through referral to National Headquarters, may be submitted by either party to the Federal Service Impasses Panel, subject to their regulations.
- e. The procedure described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement without the assistance of the mediator or the Panel.

5. RENEGOTIATION OF DISAPPROVED ISSUES:

If the negotiated agreement is referred back to the parties for renegotiation either by higher management authority for statutory or regulatory changes or by the Local Membership, each party

shall notify the other of such action within twenty-four (24) hours. Renegotiations shall begin within one (1) week from receipt of notice from the other party.

6. EFFECTIVE DATE:

This memorandum of understanding is effective immediately upon signing.

**Veterans Administration
Hospital
Alien Park, Michigan
Local #933, American
Federation of Government
Employees**

C. L. NORDSTROM

Hospital Director

Date:

JOSEPH H. JAMES

Director

Date:

- U.S. G.P.O. 109I-534-901: 32528