

LABOR - MANAGEMENT AGREEMENT

Between

**VETERANS ADMINISTRATION
MEDICAL CENTER
ALLEN PARK, MICHIGAN**

And

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES. LOCAL NO. 933**

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ARTICLE I

PURPOSE AND INTENT

Mutual objectives of the parties are to include pro-visions in this Agreement which will promote satisfactory labor management relations and con-tribute to a high level of employee morale and management effectiveness. Inherent to these objectives is the assurance of employee participation. In the formulation of policies and procedures relating to personnel management and working conditions.

ARTICLE II

PARTIES TO THE AGREEMENT

The parties to this Agreement are the VA Medical Center, Alien Park, Michigan, hereinafter referred to as the "Employer", and Local 933, American Federation of Government Employees, Professional Bargaining Unit, which will be referred to as "Union" in the provisions of this Agreement.

ARTICLE III

BARGAINING UNIT

The Unit for which the Union is recognized as exclusive representative includes all professional employees except management officials and super-visors.

ARTICLE IV

DURATION AND TERMINATION

1. This agreement shall become effective upon ratification of the professional union members within the unit and the approval of the Chief Medical Director. It shall remain in effect unless superseded by the national contract, in either whole or part, or for a period of three years from its effective date, and be automatically renewable for three-year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 the professional union members 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 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 deter-mined the union is no longer entitled to exclusive recognition, in accordance with the provisions of the Civil Service Reform Act.

ARTICLE V

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 Director and permissible by applicable laws and regulations, executive orders. Office of Personnel Management 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 medical center safety program; training; joint union-management endeavors; use of medical center facilities; and other matters consistent with merit system principles.
2. Provisions under Title VII, Public Law 95-454, and this Agreement will not affect the authority of the Employer or other management officials of the medical center to:
 - a. determine the mission, budget, organization, number of employees, and internal security practices; and
 - b. in accordance with applicable laws •
 - (1) hire, assign, direct, lay off, and retain employees, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) assign work, make determinations with respect to contracting out, and determine the personnel by which the medical center operations will be conducted;
 - (3) with respect to filling positions, make selections for appointments from -
 - (a) among properly ranked and certified candidates for promotion; or
 - (b) any other appropriate source; and
 - (4) take whatever actions may be necessary to carry out the medical center's mission during emergencies.
3. Nothing in the above provision shall preclude the Employer and the Union from negotiating:
 - a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to an organizational unit, work project, tour of duty; or on the technology, methods and means of performing work;
 - b. procedures which the Employer will observe in exercising any authority under this provision; and
 - c. appropriate arrangements for employees adversely affected by exercise of any authority under this section by the Employer.
4. The Employer and the Union on behalf of the employees it represents mutually accept responsibility to abide by the provisions of this Agreement for 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.
5. 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.
6. 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 matters affecting general working conditions and concerns of employees of the unit.

ARTICLE VI

LABOR-MANAGEMENT COMMUNICATIONS

1. Top management and Union officials and/or their designees will meet on a monthly basis, or as needed, to discuss personnel practices and policies, and matters concerning working conditions. The Union will forward to top management an agenda through the Personnel Officer a week prior to the scheduled meeting. If there are no items for an agenda, a notice of cancellation will be routed in the same manner. When significant, top management will submit items for the agenda to the Union President through the Personnel Officer one week prior to the scheduled meeting. Subject matters at labor-management meetings will not necessarily be restricted to agenda items. Individual grievances will not be considered for discussion at these meetings.
2. The Union will meet on a regularly scheduled monthly basis with service chiefs and key super-visors of the larger services for the same purpose it meets with top management on a monthly basis. There will be meetings with smaller services 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 for discussion at these meetings.

3. Labor-management meetings, as discussed in this Article, will relate to and cover matters of concern on the agenda for either and/or both professional and non-professional units represented by the Union.
4. It is further recognized by both parties 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.
5. When the Director or the individual acting for her/him determines that an emergency exists and related procedures are implemented, the Union President will be contacted as soon as possible and advised of the circumstances and the expected duration of the emergency. If the nature of the emergency persists, the Union will be provided an opportunity to present the views and concerns of the employees in the professional unit. It is mutually agreed that the welfare of patients and employees will be considered to the maximum extent possible.

ARTICLE VII

DISTRIBUTION

1. After approval, a copy of this Agreement will be provided by the Employer in printed booklet form to all professional employees, including new professional employees appointed during the duration of this Agreement, and appropriate management officials and supervisory officials with jurisdiction over employees in the Unit. As requested by the Union, copies will also be provided for general use.
2. Format, type and booklet size will be determined by mutual agreement, and the booklet will be printed and distributed within 120 days after this agreement.
3. All supplements will be printed in booklet form within 120 days after the anniversary of this agreement and distributed to all professional employees.

ARTICLE VIII

UNION REPRESENTATION

1. The Employer agrees to recognize duly elected or appointed local Union officers. Chief Steward, and 20 stewards who will represent the unit of professional employees;
2. It is agreed that a steward must recognize the supervisor as the key person in her/his 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. In carrying out this responsibility, they must work together in good faith on the resolution of problems and grievances toward improvement of working relationships and conditions. As the representative of employees, the steward must respect the supervisor as she/he, in turn, must be respected by the supervisor. They must be willing to cooperate and take a positive approach in the settlement of grievances. The following duties are among the functions of stewards:
 - a. They assist employees, when requested, in presenting grievances or complaints to appropriate supervisors, normally the immediate supervisors. Where grievances are involved, they should make on-the-scene investigations and attempt to achieve resolutions. However, the interviewing of a patient during a grievance investigation must be cleared with the patient's physician in that she/he is competent and physically able to be interviewed.
 - 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.
 - c. A union steward will have membership on all committees within her/his area of coverage pertaining to employee working conditions.
3. In carrying out their functions, stewards will comply with the following procedures:
 - a. Require an employee to discuss her/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, the general public, or other employees not germane to the grievance.
 - c. Requests will generally include not more than three employees from a single service.
3. It is clearly understood that authorized absence granted under this Article must be for the mutual benefit of the Employer and the Union.

ARTICLE X

ANNUAL LEAVE AND HOLIDAYS

1. It is recognized because of the varying size of services and numbers of professional employees in occupational specialties that the Employer and the Union concur that:
 - a. All professional employees will be given an opportunity to submit leave requests in sufficient time for them to be considered before a schedule for a leave year is prepared. Employees submitting requests after approval of annual leave schedules may still submit such requests; however, such requests will be secondary and supplemental to the schedules - mandatory factors which must be considered during their processing.
 - b. When two or more employees request the same periods of leave and it is necessary that one or more of the requests be denied because of direct care or support needs, those employees with the greatest seniority within the unit will be given preference in the granting of leave. Seniority may not be exercised in this manner more than once in a calendar year. However, a past record of having been granted leave during preferred periods would be grounds for denial.
2. The needs of the service and previously approved annual leave schedules will be significant factors considered when determinations must be made regarding previously approved leave requests for employees transferring from other services.
3. Holidays for continuous coverage services will be distributed equitably among all professional employees. Employees shall advise their supervisors in writing of their preference of holidays a minimum of eight weeks in advance. Each employee will be granted at least one summer holiday if requested. Either Christmas Day or New Years Day will be granted if requested. Employees will not be granted the same holiday off for two consecutive years unless staffing allows. Conflicts will be resolved by seniority within the service and/or work units, except that employees who were off a given holiday the prior year should not expect to receive the same holiday two consecutive years.

ARTICLE XI

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. As indicated in the Agreement for non-professional employees, 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 selections. 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 for-warding to the 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 photo-graphs 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 XII

HEALTH AND SAFETY

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 program. Union officials and stewards, as well as all other employees, are responsible for prompt reporting of observed unsafe or unsanitary conditions to supervisors, and Safety Officer, or a Union Safety Committee member. Records of all accidents or reported possible causes of potential accidents will be maintained.
2. 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 provisions of the Privacy Act, a 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 medical center.
 - 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 she/he has received specific and detailed instructions regarding health hazards and/or safe and proper methods of operation.
4. It is agreed by both parties that a Union steward will serve on safety subcommittees and/or participate in monthly inspections in the services having professional employees.
5. If recommended by the Medical Center Safety Officer, 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 medical center, at least one Union representative shall accompany them.
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.
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 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 12196, 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 will be well lit, 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 Office of Personnel Management Directives and regulations.

18. It is agreed that the Employer and the Union will jointly determine hazardous or unsafe conditions which cannot be eliminated by standard safety practices or procedures. Where specific assignments involve such hazards or unsafe conditions and require an employee to work alone, the Employer will establish a procedure that will assure adequate surveillance. A memorandum including this procedure will be distributed to all employees.
19. Management and labor will have equal representation on safety committees. Membership on the Safety Committee will be determined in accordance with Executive Order 12196 and implementing instructions from VA Central Office.

ARTICLE XIII

ORIENTATION

1. It is mutually understood that agency and Office of Personnel Management policies and guidelines govern the contents of orientation activities for professional employees as well as the manner in which they are presented. In this regard, the Union may submit proposals and/or suggestions to the Employer for improvements in the presentation, visual aids and handouts. These submissions will be reviewed and discussed with Union representatives; however, in view of the nature of this program from a management standpoint, the Employer will approve additions and changes.
2. The 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 prior to inclusion in the presentations.

ARTICLE XIV

POSITION DESCRIPTIONS

1. Employer agrees that the following agency and OPM requirements will be met for all General Schedule professional employees.
 - a. Presentation of an officially approved position description for the position to which assigned during the day appointment is processed. The concerned service chief or her/his designee will be responsible for assuring this requirement is met.
 - b. Contents of position description includes elements and factors required by pertinent systems, standards and supplemental agency instructions.
 - c. Position descriptions are rewritten and reviewed for possible allocation action when there are significant changes in functions, responsibilities and/or degree of supervision. Immediate supervisors will be responsible for meeting this requirement.
 - d. Allocation actions will be based upon sound classification principles, current applicable standards and supplemental agency and OPM guidelines.
2. Each employee will verify the accuracy of her/his position description by signing the official copy maintained in the Personnel Office and the copy furnished to her/him for reference and filing in the green employment folder.
3. Positive efforts will be made by the Employer on a continuous basis to promote the preparation of position descriptions in a well organized manner that reflects major functions specifically and concisely. "Catch all" phrases will be avoided.

ARTICLE XV

TRAINING AND DEVELOPMENT

1. The Employer, to the extent resources and equitable considerations to all employees permit, will provide training and development for professional employees. In this regard:
 - a. Authorized absence will be granted on the basis of agency and local criteria for professional employees to attend training sessions, seminars, conferences and courses related to continuing education requirements and/or individual development plans.
 - b. Procedures for applying for monetary support to defray training and educational expenses will be distributed to all professional employees by the ACOS for Education. She/He will assure the posting of appropriate training courses, conferences and sessions in a central location, which will be of benefit to professional employees.
2. When patient care and support service needs permit, odd tours of duty may be established so that employees may meet educational requirements or take advantage of educational opportunities.

ARTICLE XVI

DISCIPLINARY ACTIONS

1. The Employer agrees that, where a disciplinary action is contemplated during a meeting or discussion or when an employee is presenting a grievance or an appeal, she/he must be advised of the right to be accompanied, represented and advised by a representative of her/his choosing. It is clearly understood and agreed that normal supervisory and employee communications not involved with contemplated discipline is a private matter of communication and consultation between an employee and supervisor. Additionally, if an employee feels the need for representation during any meeting or discussion which she/he feels may result in a personal grievance, Representation will be provided.
2. 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.
3. If an employee elects to be represented by the Union in a disciplinary action, copies of all correspondence addressed to the employee by medical center supervisors will also be forwarded to the appropriate Union representative.
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, if agreeable to VACO designees conducting such hearings.
5. The Employer agrees to informally discuss with the employee and her/his Union representative the basis for any proposed disciplinary action initiated at the medical center, prior to its being reduced to writing. The Employer will carefully consider the employee's views and inform her/him of the decision before initiating or recommending formal action. Probationary and permanent employees are covered by the provisions of this Article.
6. It is clearly understood the above provisions apply only to actions taken by officials of the VA Medical Center, Alien Park, Michigan.

ARTICLE XVII

GRIEVANCE PROCEDURE

1. A grievance means any complaint -
 - a. by a unit employee concerning any matter relating to the employment of the employee; or
 - b. by the Union concerning any matter relating to the employment of any unit employee; or
 - c. by an employee, the Union, or the Employer concerning any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment,
 - d. except that it shall not include a grievance concerning -
 - (1) any claimed violation relating to prohibited political activities; or
 - (2) retirement, life insurance, or health insurance; or
 - (3) a suspension or removal for national security reason. Section 7532; or
 - (4) any examination, certification, or appointments; or
 - (5) the classification of any position which does not result in the reduction in grade or pay of an employee; or
 - (6) the separation of employees who are serving under a probationary, or trial period;
 - (7) all actions taken by the Chief Medical Director on the basis of Disciplinary Board recommendations;
 - (8) all actions and recommendations resulting from competency reviews by a Professional Standards Board.
2. This negotiated procedure shall be the exclusive procedure available to the Union, Employer, and employees in the bargaining unit for resolving such grievances, except that: (a) An aggrieved employee affected by discrimination, a removal, or reduction in grade or pay based on unacceptable performance, or adverse action may, at her/his option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both;
(b) An employee shall be deemed to have exercised her/his option under the Article when she/he files a timely notice of appeal under the appellate procedure, or files a timely grievance in writing under the negotiated grievance procedure; which-ever event occurs first.
3. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Either party agrees to raise any question of grievability or arbitrability of an issue prior to the time limit for the written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be deferred to arbitration as a threshold issue in the related grievance.

4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(s) to settle grievances at the lowest possible level- i.e., immediate supervisor. Reasonable time during working hours will be allowed for employees and Union representatives to present and process grievances.
5. The following procedure will be followed in processing employee grievances with Union representation.
 - Step 1 - The grievance may be submitted orally or in writing within 15 workdays from the date of the act or occurrence by the aggrieved employee and Union representative to the employee's immediate supervisor. The employee's immediate supervisor will meet with the aggrieved employee and, if requested by the employee, her/his representative within 5 workdays to discuss the grievance. The immediate supervisor will provide the employee with a written decision of the issue within 5 work days after the meeting. If the grievance is submitted in writing, the grievance must contain the specific nature of the complaint, to include date and desired remedy.
 - Step 2 - If no mutually satisfactory settlement is reached as a result of the first step consideration, the aggrieved may submit the grievance under the second step. Such notification will be in writing and must be submitted within 5 workdays of receipt of the first step decision. The grievance at Step 2 will be submitted to the service chief. If the service chief is the immediate supervisor, the grievance will be submitted to the next higher management official below the Director. The management official receiving the grievance at Step 2 will meet with the aggrieved and her/his representative within 5 workdays of receipt of the grievance. The management official will provide the employee with a written decision on the issue within 5 work-days after the meeting.
 - Step 3 - If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved may submit the grievance to the Director, or the Director's designee, within 5 workdays of receipt of the decision of Step 2. The Director, or the designee, will meet with the aggrieved and her /his representative within 5 workdays to discuss the grievance. The Director, or the designee, will render a decision in writing, within 5 workdays after the meeting, to the aggrieved.
 - Step 4 - If no mutually satisfactory settlement is reached the aggrieved may, through the Union. Refer the matter to arbitration within 15 calendar days of the date of receipt of the Director's, or the designee's, decision. All time limits in this Article may be extended by mutual consent of the parties to this Agreement.
6. If the prescribed, or extended, time limits are not met by management officials at any time, the Union or the employee may proceed to the next step. If the employee and/or Union fails to pursue a grievance within the time limits so specified, the grievance will be considered resolved in the last step.
7. An employee may terminate her/his grievance in writing at any time.
8. In the event that an employee does not choose to have Union representation throughout the grievance procedure, a Union representative will have the right to be present at the adjustment of the grievance at any step.
9. If management and the Union fail to satisfactorily resolve a grievance, either party may invoke arbitration by informing the other in writing within 15 calendar days after receipt of the Director's final response.
10. Only the Union or management may invoke arbitration. No employee may singularly bring a grievance to arbitration without the Union's sanction.
11. After written notice by either party to the other that arbitration is desired, either party may request the FMCS to submit a list of 5 impartial persons qualified to act as an arbitrator. Upon receipt of such list. Management and Union shall meet to select an arbitrator. If agreement is not reached, beginning with the moving party, each side shall strike one name from the list in turn. The name remaining, after each has struck two, shall be selected as the arbitrator.
12. The parties will jointly prepare the issue to be decided by the arbitrator and each will individually prepare a suggested remedy. If the parties cannot agree on the issue to be resolved, each side may submit a summary of the issue. Nothing in this Agreement shall preclude the parties from resolving the grievance during any of these meetings. The arbitrator will hear the case under procedures decided by her/him and make an award.
13. Arbitration hearings will be held during regular duty hours. Employees who are grieved and necessary employee witnesses, otherwise in a duty status, will be allowed to participate without a charge to leave.
14. The costs of the arbitrator and her/his expenses will be borne equally by the parties.
15. The arbitrator will be required to render her/ his decision within 30 days.
16. Either party may appeal the arbitrator's award to the FLRA in accordance with their regulations.
17. Questions of grievability or arbitrability will be referred to the arbitrator as a threshold issue.

ARTICLE XVIII

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 preventable 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 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 advice 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, she/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 she/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 her/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 exchanged during such interview will remain confidential.

- c. Follow-up procedures will be instituted by the Coordinator and records will be retained by her/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 her/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.

XIX

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 appointments, 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 her/his representative designated in writing may, on official time, examine the contents of her/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.

FOR AFGE LOCAL 933

YVONNE KING
Chief Negotiator

JOHN WILLIAMS
Principal Negotiator

LOMINE G. ALDERMAN
Principal Negotiator

DOREEN KOVESDI
Principal Negotiator

JOHN. ORR
Principal Negotiator
President, Local 933, AFGE

FOR VETERANS ADMINISTRATION

PAUL M. VANCE
Chief Negotiator

TINA LEE
Principal Negotiator

MARVIN E. DICK
Principal negotiator

WILLIAM A. HEISLER
Principal negotiator

SYBIL M. HOLTON
Principal Negotiator

A. M. ONDERKO
Acting Director

MEMORANDUM OF UNDERSTANDING FOR NEGOTIATING COLLECTIVE BARGAINING AGREEMENTS

1. INTRODUCTION

This memorandum of understanding is entered into by the Veterans Administration Medical Center, Alien Park, Michigan (hereinafter referred to as "Employer") and AFGE Local No. 933 (herein-after referred to as "Local"). Local No. 933 was certified as the exclusive representative for a unit of Federal Employees by the Federal Labor Relations Authority as evidenced by a "Certification of Representative" issued June 15, 1979, by their Chicago Regional Office. This unit includes all professional employees except those serving as managerial executives and supervisors as defined by Title VII, Civil Service Reform Act. This memorandum which complies with the provisions of Title VII, Civil Service Reform Act 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 four (4) 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, alternates will be present at all negotiation sessions. Except when serving during the absence of principal negotiators, they will not be permitted to participate.
- (3) The utilization of alternates will be held to a minimum.
- (4) Alternates shall be entrusted with the same right to speak for and to bind their principals as the members they replace.
- (5) Chief Negotiators shall be official spokes-men for their teams.
- (6) Each spokesman may call on or authorize member of his/her negotiating team to speak.
- (7) Observers will not be permitted to attend negotiation sessions.
- (8) When impasses occur, the employer and the local may request the presence of national representatives to assist in the resolution of issues. No more than one (1) national representative may be authorized by either party.

b. Initialing:

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

c. Ground Rules for Contract Negotiations:

Contract negotiations will commence on Tuesday, January 3, 1980. We will meet starting this day forward on Tuesdays and Thursdays at 9:00 a.m. to 12:00 p.m., breaking a half an hour for lunch, and meet again at 12:30 p.m. until 3:30 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 delays 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 Teams.

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 Medical Center management is authorized to negotiate all aspects of employee management relations that are subject to negotiations under Civil Service Reform Act, the office of Personnel Management and Veterans Administration regulations. However, a negotiated agreement will not be considered valid until approved and signed by the Medical Center 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 request 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.

Veteran's Administration Medical Center
Alen Park. Michigan

Local No. 933, American Federation
of Government Employees