

# AGREEMENT

BETWEEN

WICHITA



KANSAS

VETERANS ADMINISTRATION CENTER

AND

WICHITA



KANSAS

AFGE

WICHITA LOCAL NO. 477



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EFFECTIVE DATE OF AGREEMENT: JULY 13, 1978

AGREEMENT

Between

VETERANS ADMINISTRATION CENTER - WICHITA, KANSAS

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL NO. 477

ARTICLE I

Parties to Agreement

The parties to this Agreement are identified as follows: (1) The Veterans Administration Center, Wichita, Kansas, hereafter referred to as the "Employer", and (2) the American Federation of Government Employees, Local 477, affiliated with the AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II

Authority for Agreement

This Agreement is entered into pursuant to the policies set forth in Executive Order 11491, as amended; Federal Personnel Manual, Chapter 711; VA Manual MP-5, Part I, Chapter 711; and the letter of recognition, dated May 9, 1967, from the Center Director to the Union.

ARTICLE III

Purpose of Agreement

Section 1. The well-being of the employees and the efficient operation of the VA Center require that a constructive Labor-Management Program be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of employee policies and procedures affecting them contribute to the effective service of the Center.

Section 2. The provisions of this agreement shall govern where there is a conflict with VA Center policies and circulars originated and established by the Employer.

ARTICLE IV  
Definition of Bargaining Unit

Section 1. The Unit for which the Union is recognized as the exclusive bargaining agent (and to which this agreement is applicable) includes all Classification Act, Wage Administration and Veterans Canteen Service employees of the Center except managerial executives, professional and supervisory employees, and employees engaged in personnel work in other than a clerical capacity.

Section 2. Supervisory employee means an employee having authority, in the interest of the VA Center, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Section 3. The word employee or employees, contained in this Agreement means only an employee or employees within the bargaining unit.

ARTICLE V  
Rights of the Employee/Union

Section 1. The Employer and Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority except for conflict of interest which will be decided on a case by case basis. Such activities shall be conducted during off-duty hours except as provided elsewhere in this agreement. The Employer shall take such action, consistent with law or directives as may be required in order to assure the employees are apprised of the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced within the VA Center to encourage or discourage membership in the Union.

Section 2. The Union or an employee has the right to express dissatisfaction concerning working conditions or procedures employed by management in the exercise of management's rights to appropriate officials of the Employer in accordance with applicable laws, regulations, and the provisions of this agreement.

Section 3. It is agreed and understood any prior practices and benefits which are beneficial to the employees will not be changed until management has met its obligations under Executive Order 11491 as amended.

Section 4. 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.

Section 5. As the exclusive representative of all employees in the Unit, the Union agrees to represent the interests of all employees in the Unit, without discrimination and without regard to Union membership, and to act for and to negotiate agreements covering such employees.

#### ARTICLE VI Rights of the Employer

Section 1. In the administration of all matters covered by this 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 agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency 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.

Section 2. Management officials retain the right, in accordance with applicable laws and regulations:

- a. to direct employees;
- b. to hire, promote, transfer, assign, and retain employees in positions and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. to relieve employees from duties because of lack of work or for other legitimate reasons;
- d. to maintain the efficiency of the Government operations entrusted to them;
- e. to determine the methods, means, and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to carry out the mission of the Agency in situation of emergency.

ARTICLE VII  
Consultation/Negotiation

Section 1. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by paragraph 11a, Executive Order 11491. However, the obligation to meet and confer does not include matters with respect to the mission of the Employer; its budget; its organization; the number of employees; and the numbers, types and grade of positions or employees assigned to an organization unit work project or tour of duty; the technology of performing its work; or its internal security practices.

Section 2. It is agreed and understood that matters appropriate for consultation/negotiation between the parties are policies, practices, programs and procedures related to working conditions which are within the discretion of the Employer.

ARTICLE VIII  
Union Representation

Section 1. The VA Center agrees to recognize the duly elected Union officials and the stewards who have been designated by the Union to serve in this capacity. The number of stewards, selected from among employees in the Unit, will not exceed one Chief Steward and 19 Line Stewards. However, in the event that the Regional Office is physically relocated, it is agreed that the Union may divide the duties of a Chief Steward and/or President to include an officer at both facilities. It is agreed that the Union in appointing such stewards does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible level of organization.

Section 2. The Union agrees to provide the VA Center a list of all stewards, designating their work area(s). The Union agrees that the use of official time by stewards for performing representational functions will be distributed on a reasonably equal basis among the designated stewards. This list will be maintained on a current basis.

Section 3. The function of the Line Steward is to serve as a Union point of initial contact and information for employees in the Unit. Reasonable time during working hours without loss of pay or leave will be allowed for stewards to discuss grievances with employees as well as other appropriate matters directly related to the employee's work situations. The steward is permitted to discuss the problem(s) with the employee or employees immediately concerned and, if appropriate, to attempt to achieve settlement with supervisory personnel involved.

Section 4. When it is necessary for a steward or Union official to leave his work assignment to investigate complaints, the steward or Union official will obtain permission from his immediate supervisor prior to leaving and sign out stating date and time and general location where he is going. The steward or Union official will advise the supervisor that his absence involves representational functions. Unless there are compelling circumstances, the supervisor will authorize the steward or Union official to leave his work area. If permission is not granted the supervisor will inform the steward or Union official of the reasons for not granting permission. Prior to discussion with an employee in another work area, the steward or Union official will report to the immediate supervisor in that area and state the purpose of the visit and the employee he wishes to see. Unless there are compelling circumstances, the supervisor's permission will be given. The steward or Union official will report back to his supervisor at the time he returns to his work area and sign in indicating time returned. The same procedure will be followed by employees in seeking out and discussing complaints or grievances with stewards or Union officials.

Section 5. Stewards will not act in their official Union capacity on complaints or grievances of employees who are not included in the Unit as defined in Article IV of the Agreement.

Section 6. The function of the Chief Steward is to assist the Line Stewards when necessary. He/she will observe the procedures set forth in Sections 3 and 4 of this Article.

Section 7. Union representatives will be granted reasonable amount of time during working hours to meet with management officials to discuss matters of mutual concern or other appropriate matters.

Section 8. The Employer agrees that duly designated representatives of the Union will be admitted to the installation to meet with Employer or Union representatives during working hours on appropriate matters.

Section 9. The Union has a right to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit of recognition.

Section 10. Aggrieved employee(s) and their representative(s) shall be permitted a reasonable amount of time to prepare for and present grievances and appeals.

Section 11. Copies of this agreement along with American Federation of Government Employees Health Plan will be given to new employees at the time of their orientation. Copies along with AFGE Health brochures to be distributed will be supplied by the Union. The Union will provide

the Employer with a current list of the officers and shop stewards and their telephone numbers to be given to new employees. In addition, the list will be posted on bulletin board space authorized for Union posting.

#### ARTICLE IX

##### Employer-Union Cooperation: Meetings/Policies

Section 1. Semiannually, the Employer will provide the Union with a list of the names, positions titles, divisions, and grades of all employees assigned to the unit of recognition. In addition, the Employer will provide a monthly update through the Employee Information Letter.

Section 2. Representatives of the Employer and the Union agree to meet not less than once a month to discuss such matters as: safety, the interpretation and application of the agreement; the interpretation and application of rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; and the encouragement of good human relations in employee-supervisor relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; and other appropriate matters. It is agreed individual grievances will not be taken up during these meetings. No more than four representatives of the Union and four representatives of the Employer will participate in these meetings unless by mutual agreement.

Section 3. A draft of any proposed, or proposed revision of, Station Personnel Policy which is appropriate for consultation/negotiation under Labor-Management Relations program affecting the employees in the bargaining unit will be sent to the President of the Union before the policy is put into effect.

Section 4. The Union will be allowed ten (10) calendar days from the date of receipt to make comments and/or suggestions. Union officials may request a meeting with Management to discuss the proposal as to its purpose and effect.

Section 5. The Union will be provided a copy of VA Center Circulars pertaining to personnel policies affecting the employment conditions of employees in the unit.

#### ARTICLE X

##### Disciplinary and Adverse Actions

Section 1. It is agreed that disciplinary actions and adverse actions will be taken only for just and sufficient cause or such cause as will promote the efficiency of the service as prescribed by law and regulations. The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than punish.



Section 2. An employee has the right to representation at the time he is given a warning or caution regarding possible disciplinary actions.

Section 3. An employee against whom adverse action or disciplinary action is taken shall be notified in writing of his right to representation and of the reason for the action. When an employee has advised management of his desire for representation, no further discussion of the matter between the Employer and employee will occur until such representative has been given an opportunity to be present at such discussions. The parties agree that the right of an employee to representation in these matters shall not impede the timely processing of such action.

Section 4. Employee records will be purged in accordance with the provisions of appropriate regulations and this Agreement.

Section 5. Should an employee choose not to be represented by the Union, he may not be represented by any other labor organization. However, this does not deny an employee his representational rights involving matters for which statutory appeals procedures exist.

#### ARTICLE XI Work Schedules

Section 1. The administrative work week shall be seven (7) consecutive days, Sunday through Saturday. The regular basic work week shall be Monday through Friday, with Saturday and Sunday as non-work days except for employees assigned to rotating shifts and irregular work schedules. Prior to establishing any new tour of duty, the Employer will consult/ negotiate over the impact and methods of implementation of the tour.

Section 2. The Employer will authorize a reasonable clean-up time at the end of the shift in those areas where the work processes so require.

Section 3. The Employer will attempt to schedule employees to work no more than six (6) consecutive days; however, it is agreed that the Employer cannot guarantee that employees will not work more than six (6) consecutive days. Where justified by the circumstances, employees may be required to work up to seven (7) consecutive days. In addition, the Employer will attempt to schedule employees for two (2) consecutive days off. Employees may request, in writing, to work more than seven (7) consecutive days or to have split days off.

Section 4. Where rotation of tours is required, qualified employees will be rotated on an equitable basis. Normally there will be a minimum of 12 hours in-between an employee's scheduled change in shift, except where the employee agrees to less time. Tours may be exchanged by mutual agreement of the employees concerned, subject to their supervisor's approval.

Section 5. In those areas where such schedules are used, schedules which indicate the hours and days which employees will work will be posted two weeks prior to the effective date of the schedule.

Section 6. Except in emergencies, the Employer will inform a steward two weeks in advance when a permanent change in his tour of duty or rotation sequence is made.

Section 7. If a situation occurs which requires the Employer to make a temporary change in an employee's scheduled tour of duty, the employee will be contacted and the employer will seek the employee's agreement for the change. In circumstances where no qualified employee agrees to the change, the Employer may require a qualified employee to work the tour. Tours of duty will not be changed arbitrarily and/or capriciously. As much advance notice as possible will be given.

Section 8. In Nursing Service when there is a vacancy on an off tour (other than day tour) employees may request assignment to that tour for an indefinite period of time. The Employer will assign the employee to the requested tour provided he is qualified to perform the duties and as long as his performance remains satisfactory.

## ARTICLE XII Assignment of Work

Section 1. Duties regularly assigned and performed for an appreciable amount of time will be described in the position description and graded according to job evaluation or classification standards. Employees will be furnished a copy of their job descriptions initially and as changes are made. Assignment of duties to employees is not limited by the content of the job description.

Section 2. A detail is a temporary assignment of an employee to a different position for a specified period of time with the employee returning to his regular duties at the end of the Detail.

Section 3. Details of 30 days or more will be recorded on VA Form 5-4652 by the supervisor and forwarded to Personnel for inclusion in the Official Personnel Folder.

Section 4. Details of less than 30 days will be noted by the employee. The employee will note the dates worked, the position title and grade of the job to which detailed. At the employee's request, the supervisor and/or the Union steward will assist him in compiling the record. When the record cumulates 30 days, it will be forwarded to Personnel for inclusion in the Official Personnel Folder.

Section 5. Details will be held to the minimum time necessary.

Section 6. To the maximum extent feasible and practicable, details to higher grade duties not requiring competitive procedures will be rotated among qualified employees.

Section 7. When a supervisor details an employee to another position, he will notify the employee that he is being detailed.

Section 8. When possible, employees may be assigned to light duty when it is determined by a physician that the employee is unable to perform his regular duties.

#### ARTICLE XIII

##### Overtime

Section 1. The steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all employees as far as possible. Supervisors shall not assign overtime work to employees as a reward or penalty. Normally employees who work in the unit where the overtime work must be performed will be selected to perform the overtime. Such overtime will be distributed and rotated equitably among qualified employees in accordance with their skills or specialized training.

Section 2. Employees will be informed three (3) workdays in advance if possible when overtime is required on days outside their basic workweek except in an emergency. Notification of overtime requirements during the employee's basic workweek will be given as far in advance as possible.

Section 3. The Employer will maintain records of overtime worked. These records may be reviewed by the steward.

Section 4. Where feasible, qualified employees in training or on details shall receive equal consideration for overtime work in their regular assigned organization. This equal consideration extends to an employee whose training assignment or detail is in an area near to his regularly assigned organization or detail.

Section 5. Employees who are called back to work overtime shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours.

Section 6. No employee shall be denied the opportunity to work overtime solely because he has taken leave during the same pay period provided he is available to be informed that overtime is to be worked.

Section 7. Employees who begin work on overtime at least two (2) hours prior to their regularly scheduled tour will be granted a 10 minute break prior to the beginning of their regularly scheduled work day if work conditions permit or at the earliest convenient period thereafter. If it is known that an employee will be required to work a minimum of two (2) hours past his regularly scheduled tour he will be granted a 10 minute break at the end of his regularly scheduled tour if work conditions permit or at the earliest convenient period thereafter.

Section 8. Time in excess of eight (8) hours a day or forty (40) hours a week shall be considered overtime work unless the employee requests compensatory time and is eligible for same. Overtime pay or compensatory time for employees whose rate of basic pay is in excess of the maximum rate for GS-10 will be at the discretion of the Employer.

#### ARTICLE XIV

##### Vacancies and Promotions Excluding Canteen Service

Section 1. This Article applies only to filling vacant positions in the bargaining unit.

Section 2. The Employer will use the skills and talents of its employees to the maximum extent possible. In filling vacant positions, the skills of the employees in the minimum area of consideration who apply for specific positions will be considered. Minimum area of consideration for promotion purposes is VA employees within the commuting area of the VA Center, Wichita, and in addition, voluntary applications from other VA employees. This minimum area of consideration for promotion purposes may include reinstatements and transfers for which applications are on file by the closing date of the vacancy notice.

Section 3. The Employer may fill positions by other than promotion actions such as reassignment, demotion, reinstatement, reemployment, transfer from another government agency, appointment from Civil Service certificates, and other appointments from outside the Center under applicable Civil Service regulations. The Employer may select qualified applicants under the local merit promotion plan or qualified applicants under the preceding appointment methods. However, this does not preclude the Employer from selecting applicants under the local merit promotion plan without considering other applicants.

Section 4. When an employee is absent from duty, the steward may apply in his behalf, or remind the supervisor to do so, for any advertised vacancy in which the steward believes the employee is qualified and interested.

Section 5. Position vacancy announcements will remain open and posted on official bulletin boards for a minimum of seven (7) calendar days. Announcements will contain a summary statement of duties, minimum qualification standards, any selective placement factors, the procedures for applying and the area of consideration. The Union will be furnished a copy of all position vacancy announcements.

Section 6. The Employer and the Union agree to cooperate in expediting the processing of applications so that undue delay is avoided in filling advertised vacancies. Normally the promotion board action will be taken no later than four weeks after the closing date of a vacancy announcement, and the selection to fill an advertised vacancy will be made no later than the beginning of the third pay period following the promotion board action, unless the area of consideration needs to be expanded. If the dates are exceeded, the Employer agrees to furnish an explanation to the Union, upon their request. Further selections may be made under the original position vacancy notice if additional positions (same title and grade in the same Division or Service) become vacant within sixty days from the date the promotion certificate is returned to the Personnel Service.

Section 7. Prior to submission, supervisory appraisals of past performances and potential if used in evaluating an employee and ranking him for promotion will be shown to and discussed with the employee, at his request and if he is on duty. The appraisal form will provide space for the employee's signature. Employees may submit comments to be attached to the appraisal.

Section 8. The top qualified candidates referred to the selecting official shall not exceed five (5) candidates except in the case of a tie for 5th place based on total points, in alphabetical order. For each additional vacancy one additional name will be added to the list of candidates referred. Referral of the top qualified list of candidates will not be made when mandatory or noncompetitive actions are required.

Section 9. The Employer agrees to permit a member representing the Union to serve as a monitor on the Promotion Boards under the conditions specified.

- a. On or before the first day of January of each year, the Union will submit in writing to the Center Director the names of 12 Union employees to serve as monitors on the panel of the Promotion Board. If a monitor is not able to continue, the Union will select a replacement or replacements within thirty (30) days from the date of the vacancy or vacancies to serve for the remainder of the calendar year.
- b. At least eight (8) work-hours before a Promotion Board is scheduled to meet, a member of the Personnel Service will orally or in writing, if requested, notify the President of the Union, or his/her designee, of the time and location of the Promotion Board meeting. The Union will notify the designated monitor to serve on the Promotion Board.
- c. The Union monitor appointed to serve on the Promotion Board will notify his or her supervisor of the scheduled time and location of the Promotion Board meeting. The supervisor will normally make the employee available and excuse the employee from his assigned duties. If the supervisor feels that because of work demands the employee should not be excused from his assigned duties to serve, he will discuss this with the President or designee of the Union and give the rationale for his unavailability to serve. In this event the President or designee of the Union may appoint another monitor in accordance with these procedures.
- d. The Union monitor will not divulge any information to other persons concerning the ratings given any applicant or any other facts concerning individuals who are evaluated.

- e. If the Union monitor feels that any part of the Promotion Plan was violated, he will discuss his views with the Promotion Panel at the conclusion of the Panel's deliberation of the case(s). If the monitor, after discussing the case(s) with the Panel, still feels the Promotion Plan was violated no further action will be taken to finalize the promotion certificate until the monitor exercises his rights as follows. He will discuss his views with the Personnel Officer and the President of the Union within one (1) workday from the date of the Promotion Board meeting. If the problem cannot be solved by the Personnel Officer and the Union President the matter will be referred to the Center Director for decision and no further action on the case(s) will be taken until a decision is rendered by the Center Director.
- f. This does not prevent an employee or the Union from exercising appeals or complaints procedures available to them. However, subsequent appeal actions will not delay the implementation of the Center Director's decision.

Section 10. Supervisors will keep employees advised of strengths and weaknesses in their job performance, and what employees should do to improve their chances for promotion.

Section 11. An employee who was involuntarily demoted without cause will be given special consideration in filling a vacancy in a position in the same or intervening grade level in the unit provided the employee meets the minimum requirements for the position.

Section 12. An employee's use of earned annual leave or sick leave will not be a factor in Panel rating for Promotion.

Section 13. The Employer will temporarily promote any employee who is assigned to a higher graded position for more than 120 days. This temporary promotion will be effective no later than the 121st day. A temporary promotion shall not exceed two years unless approved by the CSC. Selection for temporary promotion in excess of 120 days will be made in accordance with the local Merit Promotion Plan.

ARTICLE XV  
Vacancies, Promotions and Reassignments  
Canteen Service

In the filling of vacancies, promotions or reassignments the Canteen Officer will insure that:

- a. In filling vacant positions there will be no discrimination based on race; color, sex, religion, national origin, lawful political affiliation, membership in a labor organization or age.
- b. Physically handicapped employees will be considered on the basis of the qualifications required for a job.
- c. Insofar as practicable, vacant positions will be filled by promotion or reassignment of present employees on the basis of qualifications and merit or on seniority if qualifications and merit of applicants are substantially equal.

To insure that all interested, eligible employees may be considered, the Canteen Officer will post all position vacancies on official canteen bulletin boards for not less than five (5) calendar days. (The upgrading of a filled position due to increase in duties and responsibilities does not constitute a position vacancy.) Posted notices of position vacancies will be retained for a period of one year in the file.

The Canteen Officer will advise, train, and otherwise assist canteen employees who are interested in developing themselves for promotion. If applicants who were qualified and considered for promotion but not selected so desire, the Canteen Officer will discuss with them the reasons for their nonselection and advise them what they might do to better qualify themselves for future promotion.

- a. All changes, except name changes, will be made effective at the beginning of a pay period.
- b. When a position or appointment change and entitlement to a higher rate of pay occur at the same time, the higher rate of pay is deemed on employee's existing rate of basic pay. If the employee is entitled to two pay benefits at the same time, the changes will be processed in the order which gives the employee the maximum benefit.
- c. The Canteen Officer will use VA Form 5-4652, Request for Personnel Action, to initiate change actions.



## Promotion

- a. A promotion is a change in grade from one position to a higher grade position, or a change resulting from the upgrading of the employee's position.
- b. Upon promotion, an employee's new rate of pay will be at the lowest scheduled rate of the higher grade which exceeds the employee's existing rate by not less than the equivalent of a one-step increase of the lower grade position, but not to exceed the maximum step of the grade of the position to which promoted.

## Reassignment

- a. A reassignment is a change from one position to another without a grade increase or decrease. This term is also used when a position description is revised and change in duties or title results without a change in grade.
- b. The Canteen Officer will assure that each employee is in the job that will make the maximum use of the employee's skills and ability. When an employee's performance shows an apparent misassignment, the Canteen Officer will reassign him to a position for which he is qualified.

## ARTICLE XVI

### Job Classification

Section 1. When an employee notifies the Employer that he wishes to appeal his job title, series, or grade, he shall be furnished information on appeal rights and procedures set forth in applicable regulations. He may elect to be represented in discussing the matter with management when presenting a formal job classification appeal.

Section 2. The Union shall be notified 15 days in advance of the proposed action when it is determined that a classification action will result in an adverse action to a group or groups of employees in the Unit of recognition.

Section 3. The purpose of a position description is to describe officially, for pay and classification purposes, the predominant skills, duties and responsibilities peculiar to a position. A position description does not list every duty an employee may be assigned, but reflects those duties which are series-and-job controlling.

Section 4. Position descriptions will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit will normally be covered by the same position description. A copy of any changes in the position descriptions will be furnished to the employee and discussed with the employee at his request.

Section 5. Position descriptions will be maintained accurately and current. The Employer will furnish a copy of any changes to the employee as they occur.

Section 6. Employees who feel that their position descriptions are not current and accurate should meet and discuss their position descriptions with their supervisors. Supervisors will insure that position descriptions are current and accurate. The Personnel Officer will insure that positions are properly classified.

Section 7. Any audit of a position conducted at the request of an employee will be conducted by personnel (classification) with a Union observer in attendance if the employee so requests.

#### ARTICLE XVII Reduction in Force

Section 1. The Employer agrees to give the Union advance notice of any transfer of function, decrease in work, change in personnel authorization, reorganization, the reduction in grade or pay or other action resulting from a reduction-in-force of any employee in the unit of recognition. The notice will be at least thirty (30) days in advance of the personnel action. The Employer agrees to furnish the Union information pertinent to the cause of any reduction-in-force or reduction in grade or pay in accordance with laws governing public information and agency rules and regulations.

Section 2. The Employer further agrees to minimize the effect of a reduction-in-force on career employees by utilizing existing vacancies to the maximum extent to place employees in continuing positions who otherwise would be separated from the service.

Section 3. During periods of reduction-in-force the Union agrees to cooperate with the Employer in communicating to employees the basis and reasons for the reduction-in-force. In the event notices have been issued advising career employees they will be affected by a reduction-in-force action, the retention registers upon which the names of such employees appear will be made available to any employee designated by the Union to review such records. In addition, any affected employee may on his own request review the retention register upon which his name appears.

Section 4. The Employer and the Union further agree to mutual cooperation in assisting affected employees in obtaining employment, in determining from the appropriate State Employment Service whether any of the affected employees may be eligible for training or re-training at government expense, and in keeping the employee informed of the results of their joint effort.

Section 5. Any career or career-conditional employee who is separated because of reduction-in-force will be placed on the re-employment priority list in accordance with the eligibility provisions of applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered regular employment.

#### ARTICLE XVIII Use of Facilities

Section 1. The Employer will provide the Union one bulletin board located in the east-west hall, ground floor, Building 26 and one-half of the bulletin board located at the end of the long corridor leading to Building 4. In addition, the Union may post appropriate material on Division and Service bulletin boards when space permits and approval is obtained from the Division or Service Chief. Material posted must be identified as Union material. The Union agrees that the material posted will not violate any law, security regulations, or contain statements which reflect on or attack any person, group, or organization. The Union also agrees that posted material will be removed from bulletin boards within three (3) calendar days after its expiration date or date of event. The employer reserves the right to remove any material which it believed is in violation of this Section after consultation with the Union.

Section 2. The Employer agrees to permit distribution of appropriate literature sponsored by the Union provided: (1) The distribution takes place outside the duty hours of the employees distributing and receiving the literature; (2) The distribution does not include direct patient care and treatment areas; (3) The literature is identified as Union material; and (4) The material does not contain attacks upon any person, group or organization. Under the above conditions material may be placed on desks or at other work locations provided the placement is compatible with safety and security requirements.

Section 3. Upon request by the Union to the Personnel Officer, the employer agrees to publish the name and station telephone number of the Union President and two other Union officials in the Center's Telephone Directory.

Section 4. Three reserved car parking spaces will be provided to the Union for use at their discretion if parking space is available and there is no expense to the employer.

Section 5. It is agreed that the Union President or his/her designee may have announcements made on the Public Address System subject to prior approval of the Personnel Officer.

Section 6. An official slot designated for receipt of incoming Union mail shall be made available in the Mail Room of the Regional Office and/or Hospital.

Section 7. The Union may use available telephones when necessary in performing representational functions. Discretion will be exercised in the use of telephones so as not to interfere with patient care and service to VA beneficiaries. Telephones will not be used to make FTS calls. However, long distance calls, collect or credit card may be made provided they are not strictly personal or internal union business. The Employer will not bear the expense of any such long distance calls.

Section 8. The Employer will continue to provide a room for the regularly scheduled Union meetings held once per month after 4:30 p.m. and will continue to furnish office space to the Union under the following conditions: (1) That the space is not required for the immediate needs of the Center; (2) That the employer retains the right to terminate the use of the space at any time a need arises in its estimation; and (3) That such use will not injure the space in question. If Union use of the space must be terminated the employer will, insofar as possible, give the Union advance notice. In the event that the DVB operations are physically relocated, office space will also be provided at that location in addition to the office space at the hospital subject to the above conditions.

Section 9. The Employer will provide a reasonable number of necessary copies of documents in accordance with applicable laws and regulations requested by the Union when representing an employee in a formal grievance, arbitration hearing, and statutory appeals. A reasonable number of copies of documents which by their nature are confidential in that they are part of an adversary proceeding (i.e. opening and closing arguments before an arbitrator or hearing examiner) in which the Union has been designated as an employee's representative, may be made by the Union President without a reading by the Employer, after approval by the Personnel Officer. The Union may use the copy machine only for the above items.

ARTICLE XIX  
Vacation Leave

Section 1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. Although the Employer determines the personnel by which operations are to be conducted the Employer agrees to maintain a liberal leave policy. The Union agrees to encourage employees to schedule annual leave in advance which will minimize work interruption by large numbers of employees taking leave at the same time.

Section 2. Supervisors will be responsible for approving scheduled annual leave on an equitable basis with due regard for the needs of the service and the welfare of the employees.

Section 3. Leave schedules will be coordinated so that all employees will be granted at least two consecutive weeks leave for vacation purposes, if requested by the employee.

Section 4. Leave schedules for vacation purposes will be April 1 through December 31. Requests for vacation leave for the period January 1 through March 31 will be considered on a first come first serve basis. Conflicts between unit employees who simultaneously request vacation leave for the period January 1 through March 31 will be decided on the basis of seniority. Vacation schedules will be prepared by the employer. Each employee will be given an opportunity to submit a request for a vacation leave period by March 1st of each year. Employees will make written request for leave on a SF-71 or memo. The Employer will prepare an official leave calendar of approved vacation leave no later than March 30 once the official leave calendar is approved, it will not be changed to allow another employee leave at that time except by mutual consent of the employees involved. Seniority based on service computation date shown on official Personnel Records will be the governing factor in a conflict between two or more employees in the unit over a choice of vacation dates. Seniority preference shall apply only once during each leave year. Annual leave for Thanksgiving, Christmas and New Year's shall be offered on a rotating schedule irrespective of seniority.

Section 5. If an employee does not select a vacation time during the specified time limits established in Section 4, this article, his leave will be scheduled as close as possible to his preferred dates but in no case will he be permitted to "bump" an employee whose dates have been established.

Section 6. Employees requesting annual leave for emergency purposes will request leave as early as possible. To the extent possible, an employee should request emergency annual leave at the beginning of his tour of duty but not later than two hours thereafter. He will also notify his supervisor each day thereafter unless pre-arrangements have been made for an extended period of emergency annual leave.

ARTICLE XX  
Miscellaneous Leave

Section 1. Leave without pay shall be granted to not more than one member of the unit of recognition (generally the president) to serve with AFGE for a period not to exceed one year. When an employee is on leave without pay under the provision of this agreement, he shall be entitled to return to a job of like seniority status and pay.

Section 2. Provision for leave of absence for formal education purpose will comply with applicable regulations.

Section 3. Provided they can be spared, the Employer will allow Representatives of the Union administrative leave to attend official Union seminars or training programs. Ordinarily only eight hours of such administrative leave will be granted to any given representative of the Union within a contract year. The contract year will start on the effective date of this Agreement. Request for such administrative leave should be accompanied by an official agenda of the training program to be offered. In order to be approved, the agenda should reflect that this program does not include internal union business and also that the training will be of benefit to the Employer.

Section 4. When a decision is made to close the Regional Office or the Hospital for a full day by administrative order, due to inclement weather or other conditions warranting such closing, employees will not be charged leave. Management will make a reasonable effort to notify employees so affected. If the supervisor determines that a delay in travel to work is due solely to extreme weather conditions or public emergencies the employee will be allowed a reasonable amount of time, not to exceed one hour, with no charge to leave based on the circumstances and the employee's attempt to reach his work station. When a decision is made to dismiss employees during workday, employees on duty at the time of the dismissal and who can be spared will be excused without charge to leave or loss of compensation. Employees not on duty at the time of dismissal will be charged appropriate leave.

Section 5. Where it is determined on an individual basis that it is impossible for all practical purposes for an employee to get to work due to extreme weather conditions or public emergency situations, leave-approving supervisors shall be as liberal as possible in approving leave. They will give consideration to physical or other conditions which subject employees to special hazards in such circumstances.

Section 6. Employees may be excused without charge to leave, when they would otherwise be in a duty status, for the purpose of donating blood. The amount of excused absence should not exceed the remainder of the day. The time granted and approved must be taken on the day the blood is donated.

Section 7. As far as practicable, without interfering seriously with operations, employees who desire to vote or register in any election or in referendums on a civil matter in their community will be excused for a reasonable time for that purpose, as follows:

- a. As a general rule, where the polls are not open at least three hours either before or after an employee's regular hours of work he will be excused for enough time to permit him to report for work three hours after the polls open or leave work three hours before the polls close, whichever required less time off. (For example, if the work schedule is 8:00 a.m. to 4:30 p.m. and the polls open at 7:00 a.m. and close at 7:00 p.m., an employee would be excused from 4:00 to 4:30 p.m. since this would be three hours before the polls close.)
- b. Under exceptional circumstances where the general rule does not permit sufficient time, the Employer will excuse an employee for such additional time as the Employer determines administratively that he needs in order to vote, considering the particular circumstances in his individual case, but not to exceed a full day.
- c. If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his ballot. Where more than one day is required to make the trip to the voting place, the necessary annual leave (or if annual leave is exhausted, leave without pay) may be granted.

Section 7.

- d. For employees who vote in jurisdictions which require registration in person, time off to register will be granted on the same basis as for voting, except that no such time will be granted if registration can be accomplished on a non-work day and the place of registration is within reasonable one-day, round trip travel distance of the employee's place of residence.

Section 8. An employee will be granted 8 hours of excused absence (funeral leave) to attend the funeral of an immediate family member killed in the line of duty in the Armed Forces or will be granted three (3) days of excused absence to attend the funeral of an immediate family member who died as the result of a wound, disease or injury incurred while serving as a member of the Armed Forces in a combat zone.

Section 9. Consistent with rules and regulations, employees will be granted necessary time off without charge to leave or loss of pay for jury duty, or for appearing in court as a witness in an official capacity or in a nonofficial capacity as a witness on behalf of the Local, State, or Federal Government.

Section 10. An employee requesting maternity leave may choose how and in what order such absence will be recorded — sick leave, annual leave, or leave without pay. Any approved absence in excess of requested available sick and/or annual leave will be recorded as leave without pay. When an employee wishes to utilize a period of absence for maternity leave a medical statement reflecting her ability to perform the duties of her position will be required.

Section 11. Tardiness of less than 59 minutes may generally be excused if the employee has a good excuse. If the lateness is not excused, the tardiness may be handled by the use of annual leave, leave without pay, accumulated compensatory time, or charged as absence without leave. If the leave charged exceeds the period of absence, the employee will not be required to work during the period covered by his leave. Time charged as absence without leave may be used as a basis for disciplinary action. Unjust decisions by a supervisor concerning tardiness may be grieved by the employee.

ARTICLE XXI  
Sick Leave

Section 1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. The Employer joins the Union in recognizing the use of sick leave as a privilege and the obligation of the employee to use sick leave only when incapacitated for the performance of duty by illness or other valid reason.



Section 2. An employee who is incapacitated for duty should report, or have some responsible person report, his illness as early as possible. Generally this will be at the beginning of his tour of duty, but not later than two (2) hours thereafter. The employee should, if possible, estimate his anticipated date of return to duty. He should later notify his supervisor if his illness or incapacity extends beyond his expected date of return.

Section 3. Ordinarily SF-71 and Medical Certificates, or their equivalent, will not be required for periods of sick leave of three (3) days or less. Where there is a reason to believe an employee is abusing his entitlement to sick leave, a medical certificate may be required for any period of absence provided that the employee has been informed in advance, in writing, that such requirement has been established in his case. When an employee is required to submit a medical certificate for all periods of sick leave, the requirements may be reviewed within 60 days if requested by the employee, otherwise the requirements will be reviewed not later than six (6) months after the written notice to determine whether the requirements for furnishing a medical certificate may be eliminated. In those instances where an employee was on sick leave for more than three (3) days and the nature of the illness did not require a physician's services, the employee's signed statement of reasons why a medical certificate is not furnished will be accepted in lieu of a medical certificate if the circumstances of the case so justify.

Section 4. At the discretion of the Employer, employees may be granted advance sick leave provided (1) all sick leave to the employee's credit has been exhausted; (2) there is a reasonable assurance that the employee will return to work; and (3) the employee provides a statement from his doctor containing an explanation of the illness, and an estimated recovery date. Employees serving under appointments without time limit may be granted up to 30 days (240 hours) of advance sick leave. There may not be more than 30 days (240 hours) of advanced sick leave on an employee's record at any one time. Employees serving under appointments with time limits may be granted advance sick leave up to the amount which will be earned during the remaining period of employment.

Section 5. Individual sick leave records will be used only for official purposes.

## ARTICLE XXII Grievance Procedures

Section 1. This article is applicable to all VA Center Employees including Non-appropriated Fund employees except that the resolution before arbitration for Non-appropriated Fund Employees will be submitted to the Canteen Field Director, rather than the Center Director.

Section 2. This procedure will be the sole procedure for processing grievances on all matters, except matters for which statutory appeals procedures exist, content of Veterans Administration Central Office policy, matters covered by Sections 11b and 12b of Executive Order 11491 as amended, separation of probationary employees, matters pertaining to actions taken by officials above the level of the Center Director. This does not preclude grievances over the Employer's application of these rights.

Section 3. The only representative an employee may have while processing a grievance under this procedure is the exclusive Union or a representative approved by them. Any employee or group of employees in the unit may present grievances under this procedure to the Employer and have them adjusted, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of this Agreement and the exclusive representative is present at the adjustment on official time if he is an employee in an active duty status, and receives a notice of the adjustment if in writing. An employee who presents a grievance without requesting Union representation may not invoke arbitration.

Section 4. The presentation of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. The grievance procedure will operate as follows:

Step 1. In the event an employee has a grievance, he shall have the right to present the grievance to his immediate supervisor orally or in writing or both. Grievances concerning a continuing practice or condition may be presented at any time; grievances concerning a particular act or occurrence must be presented within fifteen (15) calendar days of the date of the act or occurrence, or of the date the employee became aware of the act or occurrence but no more than 45 days from the date of the act itself. The grievance will be discussed informally with the supervisor. The steward and/or Chief Steward will be present if the employee requests Union representation. The supervisor will make every effort to resolve the grievance immediately but must provide an answer within five (5) calendar days. The answer will be oral unless the employee has presented the grievance in writing and requested a written reply.

Section 4.

- Step 2. If the grievance is not satisfactorily resolved, it may be presented to the Division or Service Chief in writing within five (5) days of the supervisor's decision. The Division or Service Chief shall consider all of the facts and consult with the Personnel Office prior to issuing a decision. The Division or Service Chief shall answer, in writing, within seven (7) calendar days and furnish a copy to the Union. If represented by the Union, the representative is entitled, as a matter of right, to access to all relevant records necessary to process the grievance in accordance with the provisions of the Privacy Act. If these records are not available to the Union Representative these same records will not be used as a basis for the grievance.
- Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be further pursued by submitting it to the Center Director or Canteen Field Director in writing, within seven (7) calendar days of the Division or Service Chief's decision. The Center Director will issue his decision within seven (7) calendar days. The Canteen Field Director will issue his decision within fifteen (15) calendar days.
- Step 4. In the event the Director's decision does not satisfactorily resolve the grievance, the Union may, within fifteen (15) days indicate they are taking the issue to arbitration. Upon receipt of the request for arbitration the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. If either party refuses to join in the request within five (5) days the other party may unilaterally request a list from the Federal Mediation and Conciliation Service. 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 the arbitrator's fees and expenses will be shared by the Employer and by the Union. The arbitrator's decision will be binding for both parties. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Council under regulations prescribed by the Council.

Section 5. Union grievances that do not dispute a specific action by a supervisor may be initiated by the Union President or designee at any step as appropriate. In those Union grievances that extend to more than one Division or Service, the Union President or his designee may pursue the grievance with the Personnel Officer in lieu of all the steps up to and including the Division or Service Chief. Such grievance must be filed within ten (10) calendar days of the event which caused the grievance.

Section 6. If the Employer desires to take a grievance to arbitration, the Center Director will present the grievance in writing to the local Union President. If the matter cannot be resolved in ten (10) days, the Employer within the next fifteen (15) days may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The procedures outlined in Section 3, Step 4, for the selection of the arbitrator will be followed, and the costs of arbitrator's fees and expenses will be shared equally by the two parties.

Section 7. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter covered by the grievance procedure will be subject to arbitration.

Section 8. If the employer does not reply within the time limits at any step, the grievance will automatically advance to the next step. The time limits delineated in this Article may, by mutual agreement, be extended for good cause. The parties may mutually agree, in writing, to waive any step in this procedure.

#### ARTICLE XXIII Health and Safety

Section 1. The Employer agrees to make every reasonable effort to provide a safe and healthful work place for all employees as well as to comply with recognized safety and health practices.

Section 2. A Union Representative will serve as a member of the Center's safety committee. In addition three (3) Union Representatives will serve as members of three (3) administrative inspection teams for the purpose of inspecting all areas on a rotating basis with no charge to leave. Team assignments of Union Representatives will be arranged between the Employer and the Union. The administrative inspection team's report shall include the recommendations of all members. Health and safety hazards identified in the report shall be corrected within a reasonable time.

Section 3. Protective devices, including, but not limited to, safety glasses, protective clothing, gloves, hats, shoes, etc., as provided by VA Regulations, shall be furnished by the Employer and used by the employees. Available storage or locker space will be provided by the Employer if necessary.

Section 4. An employee or group of employees who believe they are performing work under conditions which they believe are unsafe or unhealthy beyond the normal hazards inherent in the position should promptly report the unsafe or unhealthy condition to his supervisor before continuing work. The supervisor will consider the employee's views and take appropriate actions. If the employee is not satisfied with the action taken, he may take whatever appropriate course of action available.

Section 5. The Employer agrees to supply and service on a regular basis an adequate number of fire extinguishers in all areas as specified by VA regulations, or Safety Committee. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguishers.

Section 6. The Employer will take whatever precautions necessary to safeguard the physical welfare of employees from known hazardous conditions in any working situation or environment.

Section 7. The Employer will notify the Union if any visit/inspection by an OSHA official and allow them an opportunity to request a meeting.

#### ARTICLE XXIV Training and Development

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to both parties. Training is primarily to increase an employee's efficiency in his current job. Training in areas other than an employee's current job may be provided consistent with the interests of the Employer. Consistent with Center operational needs the Employer agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose.

Section 2. In accordance with applicable laws, published agency policy, and regulations, all employees will be given equal opportunity in the application of the local training and development program. With the exception of trainee positions for which selections are made under the Merit Promotion Program the Employer shall retain the prerogative of selecting candidates for training. Such selections will be made on a fair and equitable basis.

Section 3. The Union shall have a representative on the Center's Training and Development Committee. The representative shall be a full member of the committee and, functioning as such a member, shall have the same rights, privileges and obligations as all other members. In the event of a physical relocation and separation of DVB and DM&S activities at this Center, the Union may have one representative from DVB and one representative from DM&S on this committee. The Training and Development Committee is the central administrative body for the local training and development program.

Section 4. Selection for local trainee positions primarily to prepare employees for advancement shall be in accordance with the Merit Promotion Program and the article on Vacancies and Promotions in this Agreement.

#### ARTICLE XXV Employee Debts

Section 1. This article applies only to private party or commercial debts.

Section 2. The Employer shall not serve as a collection agency for alleged debts.

Section 3. It is recognized that all employees are expected to pay their acknowledged debts and those reduced to a court judgement. If an employee disputes an indebtedness claim he will be expected to make his views known to the creditor.

Section 4. The Employer will try to protect employees' interests. Indebtedness information will be treated as confidential. The Employer shall insist that creditors do not bother employees at work until they have made reasonable attempts to collect outside. The Employer shall not furnish estimates of an employee's credit status or enter disputes over the validity or amount of bills.

#### ARTICLE XXVI Committees

Section 1. The Union may designate a representative to serve on the Safety Committee, the Training and Development Committee, and the Equal Employment Opportunity Committee.

Section 2. The Union may request representation on other appropriate Center committees involving employees' welfare.

ARTICLE XXVII  
Payroll Deduction of Union Dues

The VA Center agrees to withhold Union dues biweekly from the pay of those employees so requesting this service. The Union will pay a service fee of \$.02 for each deduction withheld. The administrative details are covered in a memorandum of understanding between the parties, dated November 8, 1971.

ARTICLE XXVIII  
Fund Raising Drives and Community Affairs

Section 1. It is understood that it is the policy of the Executive Branch of the U. S. Government to permit appropriate agencies to solicit funds for charitable and other humanitarian purposes from Federal employees at their place of employment. The worthwhile efforts of the agencies on behalf of all citizens merit a generous voluntary contribution from employees.

Section 2. The Union agrees to publicize and take a positive attitude toward approved fund drives and will inform Unit members of the reasons for fair share giving and meeting established goals.

Section 3. Contributions will be truly voluntary. Any practice involving compulsion, coercion, intimidation or reprisal directed at an individual employee because of the size of his contribution or his failure to contribute is contrary to policy. The contributor has the privilege of disclosing or keeping his gift confidential. This right of privacy is safeguarded through the contributor's option to use a sealed envelope in making his donation.

Section 4. It is agreed that no list will be maintained showing the amount of contribution or the name of the contributor except those used for administrative purposes of payroll deduction and other official reports.

Section 5. The Union agrees to publicize and take a positive attitude toward participation in community affairs and/or activities such as blood drives, U.S. Savings Bonds Campaign, Combined Federal Campaign, and Veterans Day observances which will provide benefits to the community and improve the general image of the Center.

Section 6. The Union will be informed in advance of these drives and activities and offered an opportunity to stimulate employee interest and participation. Any suggestions made by the Union for improvement in these areas are encouraged and will be considered.

ARTICLE XXIX  
Wage Surveys

Section 1. The Employer will notify the Union of a pending wage survey, WG and NAF, upon receipt of notice that such a survey is to be made.

Section 2. The Employer will furnish the President of the Union a copy of the wage schedule when it is received.

Section 3. The Employer shall release a member of the bargaining unit, selected by the Union, to participate as a member of the Wage Survey Team, and/or as Data Collectors, if requested by the lead agency of the survey.

Section 4. The Employer will authorize necessary administrative leave for the president or his designee to appear before a Wage survey hearing if requested by the Union.

ARTICLE XXX  
Restrictions on the Employment of Relatives

Section 1. A supervisor or management official will take no action to hire a relative in a position over which he exercises jurisdiction or control except that this section shall not apply when the relationship is not known to the official, when the Civil Service Commission Regulations permit such action, or when the exigencies of the service dictate otherwise. The foregoing will not operate to defeat or impair a veteran's right to reemployment.

Section 2. "Relative" includes the following: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, half brother or half sister.

ARTICLE XXXI  
Contracting Out

Section 1. When the Employer decides to advertise bids for contract-out work which will result in a reduction-in-force or a demotion of any employee, the Employer will notify the Union of its decision as soon as possible but no less than fifteen (15) calendar days in advance of the date of the advertising of the bid. Such advance notice will provide a full explanation of the reasons for the contracting out and will afford the Union an opportunity to make comments and recommendations prior to advertising the bid. The Employer will consider the Union's response and shall furnish the Union a written decision.



Section 2. It is understood that Federal policy does not condone personnel services contracts which establish an Employer-Employee relationship. The Employer agrees to abide by all laws, rules, and regulations of the Veterans Administration, Civil Service Commission, Comptroller General, Office of Management and Budget and other appropriate authorities with respect to any contract activity.

#### ARTICLE XXXII

##### Approval, Duration and Modification of Agreement

Section 1. This Agreement shall become effective upon approval of the Chief, Medical Director and the Chief, Benefits Director and shall remain in effect for a period of three (3) years from its effective date. It shall automatically renew for three (3) year periods thereafter unless at least sixty (60) days but no more than ninety (90) days prior to its initial expiration date or any expiration date thereafter, either party serves written notice upon the other party of its desire to modify or terminate this Agreement. If the Agreement is renewed it will begin a new duration period with a new effective date and a new expiration date. If negotiations are not concluded prior to the expiration date of the Agreement, the Agreement shall continue to remain in effect until a new Agreement has been approved.

Section 2. The Federal Mediation and Conciliation Service will be given notice of the desire by the Employer or the Union to amend, modify, or terminate this Agreement in accordance with the rules of the Service.

Section 3. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only if subsequent changes in law or regulations affect any item covered in this Agreement or open the scope of negotiable issues. In this event either party may request modification of this Agreement by notifying the other party in writing of the law or regulation change and only those items covered under the law or regulation change may be negotiated. Such modifications as agreed to will become effective upon approval of the Chief, Medical Director and the Chief, Benefits Director and will remain in effect during the duration period of the basic Agreement. The only exception to the above is that any item(s) in this Agreement may be opened for negotiation if both the Employer and the Union mutually agree to open the item(s) for negotiation.

#### ARTICLE XXXIII

##### Non-Negotiability Issues

When an issue develops as to whether a proposal is contrary to law, regulations, or Executive Order 11491, as amended, and, therefore, not negotiable, it shall be resolved as follows:

- a. When the Administration of the Veterans Administration's determination as to the interpretation of the agency's regulations with respect to a proposal is final:

b. The Union may appeal to the Council for a decision when -

1. It disagrees with the Veterans Administration's decision that a proposal would violate applicable law, regulations of appropriate authority outside the Veterans Administration or Executive Order 11491, as amended, or,

2. It believes that Veterans Administration regulations, as interpreted by the agency head, violate applicable law, regulation of appropriate authority outside of the Veterans Administration or Executive Order 11491 as amended or are not otherwise applicable for negotiations under Section 11(a) of Executive Order 11491, as amended.

#### ARTICLE XXXIV Impasses in Negotiations

Section 1. 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.

Section 2. When it has been determined that impasse cannot be resolved, either party may request the Federal Mediation and Conciliation Service to provide mediation service. If a request is made to the Federal Mediation and Conciliation Service, the Mediator will be the sole judge of the procedure to be followed in attempting to resolve impasses.

Section 3. Any impasses not resolved through mediation may be submitted by either party to the Federal Service Impasses Panel, subject to their regulations.

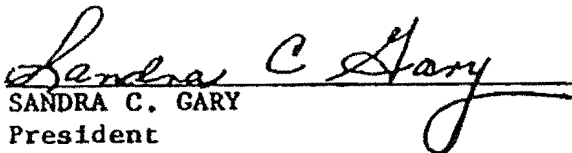
Section 4. The procedure above shall not preclude the parties from agreeing on any issues or from entering into complete agreement without the assistance of the Mediator or the Panel.

#### ARTICLE XXXV Distribution


A copy of this Agreement shall be provided by management to all employees and supervisors with jurisdiction over employees in the Unit. The VA Center agrees to give the Union twenty-five (25) copies of the Agreement at no cost to the Union.

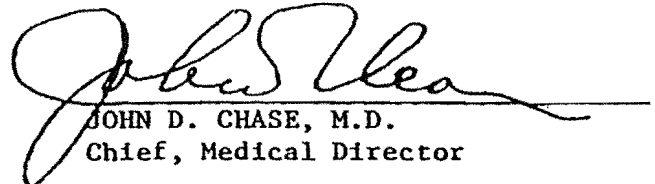
Executed in Wichita, Kansas, this 2nd day of June, 1978


For the American Federation  
of Government Employees,  
Local No. 477.

  
SANDRA C. GARY  
President

For the Veterans Administration  
Center

  
G. B. LAPPIN  
Center Director

  
JOHN D. CHASE, M.D.  
Chief, Medical Director

  
DOROTHY L. STARBUCK  
Chief, Benefits Director

  
EFFECTIVE DATE OF AGREEMENT

