

PREAMBLE

Section 1: This Supplemental Agreement is made between the Department of Veterans Affairs Puget Sound Health Care System (“the American Lake Division of VAPSHCS”), Tahoma National Cemetery, and the American Federation of Government Employees, Local 498, AFL-CIO (“AFGE Local 498”)

Section 2: The VAPSHCS and AFGE Local 498 agree that a constructive and cooperative working relationship between labor and management is essential to achieving the Department’s mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, cooperation, partnership and a shared responsibility for organizational success.

Therefore, the parties agree to work together in partnership and through this Supplemental Agreement and Master Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality of service to our veterans.

ARTICLE 1 – RECOGNITION AND COVERAGE

Section 1 - Purpose

A. The purpose of this agreement is to:

1. Identify the parties to the agreement and define their respective roles and responsibilities under the agreement.
2. State the policies, procedures, and methods that will govern the working relationships between the parties.
3. Indicate the nature of subject matters of proper mutual concern.
4. Ensure employee participation in the formulation of station personnel policies and procedures.
5. Improve the efficient administration of the Agency.
6. Promote systematic Employee-Management cooperation.
7. Promote safe and healthful working conditions.

B. The parties of this agreement recognize that these goals can best be accomplished through mutual understanding. It is therefore agreed that the parties will meet and confer at reasonable times with the objective of reaching agreement on appropriate negotiable matters.

Section 2 - Exclusive Representative

AFGE Local 498, established April 1, 1958, is recognized as the sole and exclusive representative for all those previously certified nonprofessional and professional employees, full-time, part-time, and temporary, in units consolidated and certified by the Federal Labor Relations Authority (FLRA) in Certificate No. 22-08518 (UC) dated February 28, 1980 and any subsequent amendments or certifications (Professional employees SF-RO-30004 dated February 2, 1993 and Tahoma National Cemetery SF-RP-00023 dated April 19, 2000). The parties agree that should the Union request FLRA to include subsequently organized employees in the consolidated unit, such FLRA certification will not be opposed by the Employer if the unit would otherwise be considered appropriate under the law. Upon certification of FLRA, such groupings automatically come under this Supplemental Agreement.

Section 3 - AFGE Local 498 Role

As the sole and exclusive representative, Local 498 is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. Local 498 is responsible for representing the interests of all employees in the bargaining unit.

Section 4 - Employee Representation

A. The VASPHCS recognizes that, as the exclusive representative of employees in the bargaining unit, Local 498 has the right to speak for and to bargain on behalf of the employees it represents. The VAPSHCS will not bypass the Local 498 by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning any and all matters affecting personnel policies, practices, working conditions, or matters affecting the bargaining unit.

B. Local 498 will be given the opportunity to be represented at all formal discussions (including those held with other employee organizations) affecting personnel policies, practices, working conditions, or matters relating to 5 U.S.C. 7106(b)(1) issues. This is not intended to include routine work assignments. Intent: The reference to 5 U.S.C. 7106(b)(1) in this context is not to require the negotiation over such subjects, but rather to require notification to the Union, prior to discussion with employees.

C. Management agrees to recognize Union officers and representatives designated in writing by the Local President or designee, whether or not they are Department employees. The Local President or designee shall provide a list of representatives at the beginning of each fiscal year or as updated. The names of union representatives shall be communicated to bargaining unit employees and management officials within three (3) working days after receipt.

D. The local union shall assign the duties and responsibilities of Stewards. The union shall not be limited to a number of Stewards assigned to any service or division. Every effort should be made not to negatively impact patient care or customer service.

SECTION 5 - Past Practices

It is agreed and understood that any prior benefits, practices, and understandings which were in effect on the effective date of this agreement and which are not specifically covered by this agreement and do not detract from it shall not be changed except in accordance with 5USC 71.

ARTICLE 2 – GOVERNING LAWS AND REPRESENTATION

Refer to Master Agreement

ARTICLE 3 - PARTNERSHIP

- A. The Local 498 and Management recognize the value of partnership. The established Partnership Council will continue with the equal number of labor and management members on a monthly basis.
- B. Partnership Council will seek funding to train and educate its membership. The Partnership Council should annually perform an educational needs assessment of its members as those needs relate to Partnership Council activities/functions. Any questions of what constitutes partnership training will be address and resolved by the Partnership Council.
- C. The Partnership Council agrees to encourage pre-decisional involvement and to accept the responsibility to improve the day-to-day operations of the facility. In doing so, they will foster a spirit of positive change.
- D. Duty status while participating in Partnership Council official business will be as stated in the Master Agreement.
- E. The partners agree to place no blame for failed initiatives, but instead will seek new or alternative resolutions.
- F. Partnership Council meeting minutes will be distributed to all employees in a timely manner.

ARTICLE 4 - LABOR MANAGEMENT TRAINING

Section 1 - Union Sponsored or Requested Labor-Management Training

- A. The Union will submit requests for Administrative Leave (AA) to attend Union Sponsored Training through the Human Resources Management Service (HRMS). An agenda of the training will be supplied to support the authority for granting of AA.
- B. The request in A. will be submitted as soon as practicable by the Union. Except in rare and unusual circumstances, requests for AA for training will be made no less than two weeks in advance of the scheduled training.
- C. The facility agrees to provide AA for labor-management training for Union Officers and Stewards on subjects that are of mutual benefit to both labor and management. A pool of 400 AA hours per calendar year will be provided to the Union for the purpose of attending such training. Additional time may be requested on a case by case basis.
- D. Union representatives who have approved scheduled Annual Leave (AL) may convert their AL to AA to attend training.
- E. The Union and Management will meet to set aside a specific time period to reserve a training period in the work schedule which should provide a preferential window of time

to ensure union representative training. Requests for AA submitted with Department AL scheduling requests will receive the same consideration as an AL request.

F. Each Steward and Officer of the Union, at the request of the Union, will be provided AA to attend at least one training session bi-annually.

Section 2 - Joint Master/Local Supplemental Agreement Training

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

Section 3 - Joint Labor Management Training

A. The parties agree to form a Joint Labor Management Team in accordance with the Master Agreement, Art. 4, Sec. 3. The purpose of the Team is to encourage and sponsor joint training opportunities.

B. The Team will be responsible for conducting an annual needs assessment for joint training and requesting funding for identified opportunities by June of each year.

C. The Team will be responsible for resolving scheduling conflicts between scheduled Annual Leave and training opportunities.

D. When available the Team will utilize Agency subject matter experts. The Team will develop themselves as subject matter experts through Train the Trainer formats. On subjects the Team has received training, they will become the trainers for other employees needing Labor Management Relations Training.

E. The Team will pursue the use and development of appropriate Computer Based Training for Labor Management training needs.

ARTICLE 5 - LABOR MANAGEMENT COMMITTEE

A. Representatives of the Union and Management shall meet regularly on a mutually agreed date, to discuss personnel policies and practices and matters affecting working conditions subject to the provisions of the agreement and other controlling laws and regulations from an appropriate authority.

B. Management will be responsible for taking summary minutes of the proceedings.

C. The parties will normally submit an agenda in advance of the meeting. By mutual consent topics not on the agenda may be discussed, or by mutual consent cancel a meeting.

D. Employees attending these meetings will be on official duty time and will suffer no loss of leave or pay.

ARTICLE 6 - ALTERNATIVE DISPUTE RESOLUTION

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

B. The parties will also provide trained facilitators. These individuals have a high degree of personal integrity. These individuals will be drawn from a pool of mutually agreed upon employees who make up individuals drawn from bargaining unit and management employees.

C. At the request of either party in the ADR process, a neutral site may be utilized.

ARTICLE 7 - TOTAL QUALITY IMPROVEMENT

Management and the Union recognize the importance and strong commitment to a program of total/continuous quality improvement as part of our Department's mission to provide the best service to our veterans.

ARTICLE 8 - DEPENDENT CARE

Section 1 - General Statement

Recognizing that balancing home and workplace needs is important to the well-being of employees and therefore the productivity of the Department, Management and AFGE Local 498 support VA programs designed to assist employees in meeting dependent care needs. The intent of this Article is to encourage development of and cost effective approaches to providing additional assistance in meeting employee dependent care needs. The Department, to the extent permitted by Government rules and regulations and budget, will support these programs.

Section 2 - Types of Programs

Employees are encouraged to take advantage of Dependent Care Programs. New employees will be informed about the availability of Dependent Care Programs during orientation.

Section 3 - AFGE Local 498 Involvement

The Department will keep Local 498 advised of the status of Department Dependent Care Programs. AFGE Local 498 will be afforded the opportunity to provide input on the operation of the VAPSHCS Dependent Care Program and to participate in local task groups or committees involved in developing and formulating such programs as appropriate.

ARTICLE 9 - CLASSIFICATION

- A. Management and the Union agree to the principle of equal work for equal pay.
- B. Management will maintain an accurate position description for each position, reflecting the significant duties of the employee filling the position.
- C. Other duties must be directly related to the nature of the position description.

ARTICLE 10 - COMPETENCE

When employees need remedial training the employee has a right to union participation. Management will give timely feed back to the employee during the retraining period until the employee is determined competent.

ARTICLE 11 - CONTRACTING OUT

Section 1

When the Department determines that unit work will be contracted out, the VAPSHCS will notify the Union to provide them an opportunity to request to negotiate as appropriate.

Section 2

The Union will be included on any OMB Circular A-76 studies regarding:

- 1) Statement of Work (SOW) or Performance Work Statement (PWS)
- 2) Most Efficient Organization (MEO)

Section 3

The Agency will recommend to the Secretary of the Department of Labor to set Service Contract Act wages equal to the compensation of the GS/WG employees currently performing the work.

Section 4

If any contracting out decision is made the VAPSHCS will request Voluntary Early Retirement Authority/Voluntary Separation Incentive Payment (VERA/VSIP).

ARTICLE 12 - DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS

A. Details, reassignments and temporary promotions will be fairly and equitably distributed to the employees. Supervisors will maintain documentation of the details, reassignments and temporary promotions to ensure equity.

B. Details of less than 10 days will follow the provisions of the Master Agreement Section 1 C 1-5.

C. In cases of other than voluntary reassignment the parties will meet to discuss issues.

ARTICLE 13 - DISCIPLINE AND ADVERSE ACTION

A. Discipline and adverse actions are intended to correct behavior not to be punitive. Discipline and adverse action will be administered in a fair and equitable manner. This will be done in confidential surroundings and in an atmosphere that will avoid embarrassment or ridicule and maintain an employee's respect and dignity.

B. Information regarding disciplinary and adverse actions are on a need to know basis in order to protect confidentiality. This applies to all employees.

C. For infractions not included in the Agencies Table of Penalties or similar major infractions, discipline should start with the lowest possible action applicable to correct behavior.

ARTICLE 14 - EMPLOYEE ASSISTANCE

Employee Assistance Program (EAP) will be introduced to employees through New Employee Orientation. Updated EAP information will be reviewed on at least an annual basis.

ARTICLE 15 - EMPLOYEE AWARDS AND RECOGNITION

A. The purpose of this Article is to establish a system of rewarding and recognition of employees through monetary and non-monetary means. The intent of this program is to promote a positive work environment and to link awards to employee contributions that enhance VAPSHCS performance. Employee Awards and Recognition program provides a positive indication of Union and Management's commitment to providing quality public service.

B. VAPSHCS and Local 498 have agreed to establish an Awards Panel. The Awards Panel will consist of an equal number of Union and Management representatives. The Awards Panel will meet no less than on a monthly basis at an agreed upon date/time/location. The awards will be processed in a timely and expeditious manner. Panel decisions will be made by consensus and will then be forwarded to the CEO/Director of the facility. The panel will provide the award recipient with written documentation that clearly articulates the specific reason(s) that the employee received the award. The recipient's supervisor and nominator will be notified in a timely manner as to the distribution of the award.

C. There is no limit on the number of the awards that employees may receive or the frequency with which they may receive awards unless stated in the Master Agreement. VAPSHCS may add (or be limited to) additional awards such as "Employee of the Month". Employees and supervisors are encouraged to nominate self and others to promote continuous improvement in VAPSHCS performance.

D. On an annual basis training will be made available to employees and supervisors on how to write awards and the award process. Information on the process and the awards forms will be available to all employees in electronic, alternate format and paper form.

E. Award recipient names and services lines will be posted on a quarterly basis at the discretion of the employee.

F. The Awards Panel will maintain in addition to the currently required documentation information to include the name of the nominator and service line.

ARTICLE 16 - EMPLOYEE RIGHTS

Section 1 – General

A. Employees will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from such activity as provided in applicable laws and regulations.

B. Employees shall not be discouraged from or encouraged to join a union by any management or supervisory official.

C. Employees will not be discriminated against for their activities as an officer or representative of the union. These activities will not interfere with the conduct of VA business.

D. Employees shall not be required to become or to remain a member of the union or to pay money to the union except pursuant to a voluntary written authorization by a member for payment of dues through payroll deduction.

E. Employees are entitled to union representation during any examination by management in connection with an investigation if they reasonably believe that the examination may result in disciplinary/adverse action and they request representation. Employees will be informed of this right prior to examination.

F. Employees who are excluded from the bargaining unit may join the union but cannot be represented by the union.

Section 2 - Lockers and other equivalent place

A. When Employees request a secured space, for a reasonable amount of personal belongings, management will make every effort to provide such space in a reasonable location.

B. When management determines that a search of personal secured space (for example employee lockers/locked desk) is necessary, employees and the Union will be given the opportunity to be present. The exception would be in cases of emergency.

Section 3 - Seniority

Seniority is defined as Entry on Duty (EOD) date. EOD is defined as the official date an individual begins employment with VAPSHCS.

Section 4 - Group Meetings

Union and Management agree that group meetings of employees serve as a useful means of communication and agree that regular and periodic (preferably monthly) group meetings will be held within each service, department, or unit to discuss concerns of both the VAPSHCS and employees. The Union shall be notified of such meetings and given the opportunity to attend. A copy of all meeting minutes shall be provided to the Union upon request.

ARTICLE 17 - EEO

Section 1 - General

The VAPSHCS and AFGE Local 498 agree to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual harassment), sexual orientation, national origin, age (40 years of age or older), or disabling condition and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2 - Exchange of Information

Through the procedures established for labor-management cooperation, each party agrees to advise the other of outstanding equal opportunity problems of which they are aware. The VAPSHCS and AFGE Local 498 will jointly seek solutions to such problems through personnel management procedures and programs provided in this Supplemental Agreement, Master Agreement, and in Department regulations. This section does not apply to individual complaints of discrimination.

Section 3 - Meetings with Outside Groups on EEO Matters

If Management meets with groups other than AFGE Local 498 concerning EEO matters that affect personnel policy and practices and other matters affecting working conditions it is agreed that AFGE Local 498 will be informed in advance.

Section 4 - Meetings with Groups on EEO Matters

Union and Management recognizes the importance of union representation on the VAPSHCS EEO Committee. There will be at least one Union representative on the facilities EEO Committee. The Union will negotiate with the facility EEO Manager for any additional union representatives.

Section 5 - EEO Complaint Resolution

When an EEO complaint is filed the EEO Office will notify AFGE Local 498.

ARTICLE 18 - Fitness for Duty

See Master Agreement

ARTICLE 19 - FLEXIPLACE

Union and Management recognize the mutual benefit of a flexible workplace. VAPSHCS as an employer of choice recognizes the benefit of this program. VAPSHCS in partnership with the Local 498 will encourage employees in conjunction with their supervisors to participate in this and other methods to facilitate the mission of the Department within applicable laws and guidelines.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

Section 1 - Definitions

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

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

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

3. Group - A group of employees with similar duties who are assigned to one organizational segment, such as a shop, a building or a division/service.

4. Credit hours are hours worked at the option of the employee (with supervisory approval); they are distinguished from overtime and comptime hours in that they are not officially ordered in advance by management. Credit hours are hours earned in addition to the basic work week requirement, (the number of hours per day an employee must work or otherwise account for) so as to vary the length of a succeeding workday or workweek. When used, they are to be counted as part of the basic work week requirement to which they are applied. When using credit hours an employee receives basic pay. Credit hours may not be used by an employee to increase entitlement to overtime pay or comptime.

Section 2 – Credit Hours

A. See Master Agreement for provisions.

B. Supervisors and managers should be trained regarding the approval, earning, and use of credit hours. In maintaining adequate staffing coverage, it is agreed and understood that management will approve credit hours in a fair and equitable manner.

Section 3 – Shift Rotation

A. Rotation – Scheduled off-tours will be rotated fairly and equitable among affected employees, i.e. day/evening, day/night.

B. Rotation of weekends and holidays will be on a fair and equitable basis within a group.

Section 4 – Overtime

A. Union and Management recognize the difference between mandatory and scheduled overtime. Management will first seek volunteers for all overtime. Supervisors are encouraged to utilize the roster of similarly classified individuals before moving to other

individuals with different classification. For example, a roster of RNs should be utilized before moving to the LPN roster. The intent of this article is to maintain and not compromise employee morale.

B. Appropriate available employees will be notified of the availability of overtime.

C. Overtime rosters of similarly situated employees will be established based on seniority. Mandatory overtime will be assigned to the least senior employee, and voluntary overtime will be granted to the most senior employee. Employees will be on a rotating basis.

Section 5 – Clean-up

Employees will be allowed a reasonable amount of time for cleaning up when completing dirty work.

ARTICLE 21 - INVESTIGATIONS

See Master Agreement

ARTICLE 22 - MERIT PROMOTION

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

B. For the purpose of this Agreement, the appropriate management official shall notify the Union not less than three working days in advance when a merit promotion panel is to be held.

ARTICLE 23 - OFFICIAL RECORDS

See Master Agreement

ARTICLE 24 - OFFICIAL TRAVEL

The Union will be allowed the use of government vehicles when on official Labor Management Relations business. In the event a government vehicle is not available,

the use of a privately owned vehicle (POV) will be in accordance to Master Agreement Article 24, Section 5.

ARTICLE 25 - PARKING AND TRANSPORTATION

Section 1 - General

- A. The parties agree that parking is a subject appropriate for Partnership Council.
- B. Employees will be allowed designated parking on VA grounds or VA-Leased grounds without charge. Management will negotiate with AFGE Local 498 on changes in parking which might affect members of the bargaining unit.
- C. Evening and night personnel are authorized to park in any unrestricted lighted parking area that provides safe access.
- D. The parties agree that secure, adequate, and accessible parking for employees helps better serve customer needs.

Section 2 - Safety

In both VA-owned and/or leased parking facilities, the Department will ensure a safe and secure parking area for its employees including, but not be limited, to the following:

- A. Lighting - Adequate lighting in all parking areas throughout the facility.
- B. Police Service - For employee safety, Police will provide escort service, when available and if requested, to parking areas unless direct patient care is adversely impacted. In that event, Police will provide escort service as soon as patient care responsibilities permit.
- C. Facilities Management - Vegetation management will be maintained to assist with safety.
- D. Evening employees will be allowed 10 minutes to move their vehicle closer and into lighted and safer location.

ARTICLE 26 - PERFORMANCE APPRAISAL SYSTEM

See Master Agreement

ARTICLE 27 - REDUCTION IN FORCE (RIF)

The Union and Management agrees that the Union will be pre-decisionally involved in the process.

ARTICLE 28 - SAFETY, HEALTH AND ENVIRONMENT

Section 1 – General

The Union and Management agree that each employee has the right to a healthy and safe work environment. Management will continue to exert every reasonable effort to provide and maintain safe working conditions and health protection for all employees. The Union will support this effort and will encourage all employees to work in a safe manner, and to assist in maintaining a safe environment. No employee shall be required to perform duties which are of such hazardous nature as to be obviously harmful or dangerous to their health and safety. (See Article 28, Section 6 of the Master Agreement.)

Section 2 - Union Participation

A. The parties recognize that Union participation in the Occupational Safety and Health Program includes time for safety work on committees and sub-committees as well as the authorized use of facility computers, printers, FAX machines, applicable software and other electronic devices to perform such work.

B. The local Union Safety and Health Representative will be given access to all Designated Agency Safety and Health Official (DASHO) communications and other national level communication to the field on training, safety and health matters. The local Union Safety and Health Representative will be notified about training opportunities.

C. Upon request, the medical center will provide copies of local safety manuals (and updates).

D. In compliance with Executive Order 12196 of February 26, 1980, Public Law 91-596, the Occupational Safety and Health Act of 1970, 29 Code of Federal Regulations Part 1960 and Articles of the Master Agreement, the Department agrees that:

1. The Local will appoint representatives to the Accident Review Board and Injury Management Subcommittee.

2. The following will be provided to the Union Safety and Health Representative on a monthly basis, appropriately sanitized;

- a. Occupational Health/Injury Management Program Data Tracking Report or equivalent.
- b. OSHA 200 form, or equivalent.

3. A copy of Accident Form (2162) will be provided upon request.

E. Functions of the local Union Safety and Health Representative will include, but are not limited to, those identified in the Master Agreement (Article 28, Section 2, G).

F. The local Union Safety and Health Representative and the Union representatives on each sub-committee will be afforded every opportunity to prepare for and attend all regular and emergency meetings, inspections, retreats and training.

G. VAPSHCS will pay tuition and travel expenses for each Local Safety and Health Representative(s) to attend appropriate and/or specialized training conference(s).

Section 3 - Report, Evaluation and Abatement of Unsafe and Unhealthful Working Conditions

In case of immediate threat to life and danger of serious physical harm during normal business hours, the Safety Manager or designee will first attempt to contact the local Union Safety and Health Representative by pager or other electronic or telephonic means, as soon as possible. If contact is not made, the Safety Manager will contact the Union Office.

Section 4 - Comprehensive Analysis of Injuries and Illnesses

The Union will be a member of and involved in the comprehensive analyses of the data from the Injury Management Subcommittee. In order to perform such duties the Union shall be provided access to appropriate and unrestricted data. All documentation shall be treated confidentially.

Section 5 - Work-related Injuries and Illnesses

Refer to the Master Agreement Article 28 Section 9 and Article 38 of this Agreement.

Section 6 - Use of Pesticides and Other like Chemicals

A. Application of pesticides (large and small scale) require advance notice (minimum of 72 hours) to the Union and the affected area(s). The advance notice will include the identification of the chemicals to be used and their hazards.

B. Application of paints, glues, solvents and other like chemicals that may cause fumes will require advance notice (minimum of 72 hours) to the Union and the affected area(s). The advance notice will include the identification of the chemicals to be used and their hazards.

Section 7 - Use of Respirators

The local Union Safety and Health Representative will be informed of the type of respirators and other personal protective breathing devices used and purpose of use.

Section 8 - On-site Security

A. Picture identification (ID) badges will be provided to employees. Utmost care will be taken to prevent harassment of staff by elimination of last names on ID badges in mutually agreed upon areas of the facility, as well as review of each unique request on a case by case basis.

B. Safety and Risk Management Committee (SRMC) will discuss, implement, and communicate procedures to employees regarding bomb threats and other on-site security issues. These procedures will be developed in consultation with the Union.

Section 9 - Ergonomics, Equipment, Machinery and Furniture

A. Medical Center policy on ergonomics will be jointly developed and reviewed by both union and management. Management will provide training for all members of the evaluation team. Updated training will be held on a mutually agreed upon interval for all members of the evaluation team.

B. The Ergonomics Committee will provide upon request to the Union information on open, closed and pending ergonomics requests.

C. The Union and Management will work together on establishment and maintenance of a facility Ergonomic Management Committee. The Union will have representation on the Committee. The Ergonomic Management Committee will address issues of protection of facility employees from all ergonomic hazards known to be present, and to reduce injury due to any known hazard. The Ergonomic Management Committee will use the current identified standards as addressed by the Occupational Safety and Health Administration and other applicable agencies.

D. It is the joint responsibility of the employee and supervisors to identify and report ergonomic hazards.

Section 10 - Workplace Violence

The VAPSHCS and AFGE Local 498 are committed to promoting a safe environment for the employees. VAPSHCS is committed to working with its employee representatives to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. The Parties agree to jointly develop a workplace violence policy within 60 days of the date of the Agreement.

Section 11 – Employee Wellness

A. The Management and AFGE Local 498 agree that the well-being of VAPSHCS employees is a mutual interest of fundamental importance. The VAPSHCS and AFGE Local 498 are mutually committed to the concept of wellness and fitness programs as a valuable means of enhancing the well-being and thereby, the performance and productivity of the employees.

B. Through the Partnership Council the parties agree to establish a Wellness Committee to develop a wellness and fitness program and policy.

C. Employees are encouraged to utilize on site resources.

Section 12 – Quality Work Environment

A. The general environmental quality of the VAPSHCS work spaces is an important mutual interest of the VAPSHCS and AFGE Local 498. Accordingly, the parties are committed to policies and practices which will enhance that general quality.

B. General ventilation and quality of the air in VAPSHCS work spaces will, to the extent of the VAPSHCS's authority, be maintained at levels conducive to good health and employee well-being. To the extent practicable the VAPSHCS commits to maintaining sanitary conditions in ventilation systems servicing work spaces and to the availability of adequate fresh air for those work spaces.

Section 13 – Smoking Cessation

Recognizing smoking is a risk to health and well-being, the VAPSHCS and AFGE Local 498 mutually support and encourage all efforts by employees to quit smoking. The current smoking cessation policy will continue, changes to the policy will be negotiated with the Union. Recognizing it is the individual choice of each employee as to whether they will smoke, participation in a smoking cessation program will be voluntary.

Section 14 –Resource Information

Employee health and safety resource information, not limited to domestic violence, may be stocked in the employee bathrooms to provide employee privacy.

ARTICLE 29 - SILENT MONITORING

A. The VAPSHCS security monitoring system is intended to enhance the security and well being of all employees, as well as our customers. The VAPSHCS Police use security monitoring system on an ongoing basis in connection with monitoring of activities throughout the facility.

B. When there is a need for review of security video tapes concerning an employee the following actions will happen:

1. Any management official having the need to review video tapes from the security monitoring system concerning employee activity, will ensure that a union official is present.

2. All requests for access to the videotapes will be approved by the senior police officer on-duty, in accordance with the above guidance. If the senior police officer questions the validity of the request, the Chief of Police or Captain will be contacted to resolve the question.

C. When silent monitoring is used to evaluate performance, the employee will be notified in advance of the period during which monitoring will occur. This period shall not exceed one week. In all cases immediate feedback to the employee will be provided. Any management official having the need to review the monitoring information concerning employee activity, will ensure that a union official is present.

ARTICLE 30 - STAFF LOUNGES

A. In an effort to promote the "Employer of Choice" concept management agrees to provide adequate, safe and accessible staff lounges for all employees. All employees will have access to staff lounges.

B. Employee staff lounges shall not be accessible to patients or visitors, except where authorized, therefore the Canteen will not be designated as a staff lounge.

C. A list of available staff lounges will be identified and made available to employees.

D. Location of showers for routine use will be identified to employees. The list and location of available showers will be made available to the Union upon request. In case of an emergency, staff can access any available shower.

E. The Union shall be notified if any change is contemplated in these facilities. VAPSHCS agrees not to make any such change until after discussion and/or negotiation with the Union.

F. Both parties agree that the maintenance and sanitary conditions in such areas are a dual responsibility of the employees using those facilities and the appropriate management service.

ARTICLE 31 - Temporary, Probationary and Part Time Employee/Job Sharing

See Master Agreement

ARTICLE 32 - TIME AND LEAVE

- A. Each department will be responsible for establishing procedures for requesting and granting scheduled leave requests by employees. (Annual Vacation) This procedure will be provided to the Union. Changes in these procedures must be done in consultation with the Union.
- B. Supervisors will provide timely response on approval or denial of unscheduled leave. Timely response is defined as occurring within 72 hours. To assure timely supervisor response (within 72 hours) the employee should not assume that electronic notification is sufficient. A verbal request may be necessary.
- C. Employees should not assume approval unless notified electronically or verbally.
- D. Sick Leave should be requested as per Master Agreement (Article 32 Sections 4&5).
- E. If an employee's birthday, or day selected by the employee in lieu of a birthday, falls on a scheduled workday, annual leave or leave with out pay may be granted upon the request of the employee.
- F. Hazardous Weather and Emergency Conditions - When emergency situations arise, Senior Management may excuse employees. The amount of time excused will depend on factors of the emergency. Timely notification will be made to the Union.
- G. Supervisors should consider the health and welfare of employees working in severe weather conditions and allow adequate breaks to ensure personal safety.

ARTICLE 33 - TIMELY AND PROPER COMPENSATION

- A. Union and Management recognize the importance of correct and timely payment of wages to our employees. Correction to employee timecards are an important part of this. Employees, timekeepers, supervisors and Payroll are key players within this process. The employee, timekeeper and supervisor are to identify the corrections which need to be done as soon as possible.
- B. Employees are encouraged to review their timecard data prior to submission to ensure that the timecards are as correct as possible.
- C. On a regular basis the Union will meet with Financial Management Officials to address identified time and pay issues. Continuing problems will be brought to the Labor Management process.

ARTICLE 34 - TRAINING AND CAREER DEVELOPMENT

- A. The Department shall inform employees, at least annually, about Department training opportunities, policies and nomination procedures. The Department will advise

individuals and local departments of training opportunities that meet identified educational or career objectives.

B. The Department will maintain up-to-date information about training courses, programs, seminars conducted or sponsored by the department or available from other sources. This information shall be accessible to employees and publicized in such a way to provide adequate notice to interested employees.

C. The provision of information regarding opportunities for education and development is important to the facility. Work units are encouraged to invite representative(s) of the Center for Education and Development to provide information to staff regarding these opportunities.

ARTICLE 35 - UNIFORMS

A. VAPSHCS agrees to provide clean, appropriate uniforms (in good repair), clothing and equipment, which the facility requires bargaining unit employees to use in the performance of their assigned duties. Uniforms issued will be appropriate to the duties performed. Uniforms will be replaced on an as needed basis.

B. Employees utilizing VA furnished uniforms who are allowed to take uniforms home will be granted 15 minutes during duty hours to exchange soiled uniforms for cleaning.

ARTICLE 36 - UPWARD MOBILITY

A. Union and Management recognize the importance of upward mobility to our employees. Upward mobility provides an opportunity for employees to advance to their highest potential. Management will endeavor to seek out positions for advancement. Management and Labor will support advancement of all employees.

B. Union and Management will encourage all employees to participate in opportunities which provide education, community service or other experiences which may be used in support of employee advancement. Authorized absence will be given for agency sanctioned program(s).

C. Union and Management recognize the value for recruitment and retention of our employees. When management is considering cross training, sufficient training will be accomplished to provide employees with the opportunity to maximize the efficiency and effectiveness of that division to provide quality service to our veterans.

D. All vacancies will be posted in a timely manner on Job Vacancy Bulletin Boards at HRMS and the Canteen.

ARTICLE 37 - WITHIN GRADE INCREASE

See Master Agreement

ARTICLE 38 - WORKER'S COMPENSATION

The parties agree that in the interest of employee health and safety to follow the provisions of the Federal Employees Compensation Act (FECA), 20 CFR part 10, and the Agency Regulation VA Directive 5810.

- A. Work related injuries should be reported within seven calendar days of the occurrence of the injury or the Department of Labor may disapprove the claim.
- B. CA-10's will be posted on all employee bulletin boards through out the facility.
- C. Form CA-17 will be used by VA physicians to describe the injured employee's work limitations.
- D. When an employee is injured on duty and reports it to their appropriate supervisor, the supervisor will assist the employee with the reporting requirements. (CA1) (ASISTS). If the employee requests off station medical attention the supervisor will ensure the employee timely receives (within 4 hours) a signed CA-16 and a blank CA-20. If there is a doubt as to whether the injury is work related the authorizing official of the CA-16 should check box 6.B.2.
- E. If an HRMS staff person is not available to issue the CA-16 the CA-16 will be provided through the VAHSHCS Emergency Room.
- F. Where verbal authorization for off station medical attention is given the CA-16 will be issued within 48 hours.
- G. In any case where the CA-16 is not issued as above the CA-16 will be issued within one week after the occurrence of the injury.

ARTICLE 39 - AFFILIATIONS

See Master Agreement

ARTICLE 40 - ARBITRATION

See Master Agreement

ARTICLE 41 - DUES WITHHOLDING

See Master Agreement

ARTICLE 42 - GRIEVANCE PROCEDURES

VAPSHCS is a multi-divisional facility, in recognition of this fact, Labor will date/time stamp any grievance at the Chief Executive Officer (CEO) Office. The CEO's informational copy will be served at this time. The CEO or designee will ensure that the supervisor will receive the grievance in a timely manner. The intent of this article is to ensure confidentiality of this process.

ARTICLE 43 - LOCAL SUPPLEMENT

See Master Agreement

ARTICLE 44 - MID-TERM BARGAINING

See Master Agreement

ARTICLE 45 - OFFICIAL TIME

Section 1 – General

A. Union officials and representatives will receive official time as indicated below to carry out their representation functions.

1. President - Up to 100%
2. Treasurer – Will be allotted reasonable time to comply with legal reporting (Department of Labor (DOL LMS), Internal Revenue Service (IRS)) requirements.
3. Other representatives reasonable and necessary time (Stewards)

B. Management agrees that the local is obligated to represent employees and this is in the best interest of the Agency. Management understands that when the Local

President is involved in duty time activities, per Master Agreement, a schedule will be developed in order to provide appropriate coverage for representational duties.

C. The parties agree to review official time needs on an annual basis at the request of either party.

D. Stewards will request permission from their immediate supervisor when required to leave their official duties to perform any of their steward responsibilities and will report to their supervisors when they return. The steward will also coordinate with the supervisor of the employee the steward intends to visit. Permission will be granted unless workload unduly interferes with such release. The supervisor concerned will state when the steward or employee concerned can be granted time if the original request is denied so the steward can arrange a new appointment.

ARTICLE 46 - RIGHTS AND RESPONSIBILITIES

A. There being two AFGE locals representing both professional and non-professional bargaining unit employees within two nationwide, consolidated bargaining units at both campuses of this medical center, the following policies and procedures shall apply whenever a question regarding representation rights occurs:

1. Bargaining unit employees who are permanently assigned to the American Lake campus shall be represented by AFGE Local 498, regardless of where the incident occurs that give rise to a request for union representation.

2. Bargaining unit employees whose primary duty station is the Seattle campus and require representation shall be represented by AFGE Local 3197.

B. Management will notify the respective locals upon the transfer of employees to the other campus within two weeks of the transfer. Union due allotments will be adjusted by Financial Management Service within two weeks of the notification to the Union.

ARTICLE 47 - SURVEILLANCE

A. The VAPSHCS and Local 498 recognize that surveillance and other security monitoring is intended to enhance the security and well being of all employees, as well as our customers.

B. If a disciplinary/adverse action is proposed from surveillance evidence the procedures are covered in the Master Agreement.

ARTICLE 48 - USE OF OFFICIAL FACILITIES

Section 1 - Bulletin Boards

A. The Department agrees that AFGE Local 498 will have the use of bulletin boards at facilities under the recognition of Local 498.

B. Notices placed by AFGE Local 498 on bulletin boards may not contain material which would appear to identify it as the Department's material or that it is sponsored or endorsed by the Department, nor contain any scurrilous or libelous material.

Section 2 - Telecommunications Equipment and Systems

The Department as available will provide to AFGE Local 498 official access to the Departments V-TEL (video teleconference) system, and other similar systems.

Section 3 – Transportation

A. All associated travel and per diem for representation activities will be paid by the Department at the full applicable government rate.

B. Management will furnish annually an updated space inventory to the Local President.

ARTICLE 49 - TITLE 38 ADVANCEMENT

A. Title 38 advancement board decisions will be communicated to the employee within ten (10) workdays. The Director of Nursing, employee supervisor, and employee will be provided a copy of the decision.

B. The areas that were deficient will be identified to the employee so that additional information can be provided for appeal purposes or qualification standards criteria met for future Boards.

C. Union and Management will encourage mentoring of Title 38 employees to improve retention and upward mobility of these professionals.

ARTICLE 50 - CLINICAL RESEARCH

See Master Agreement

ARTICLE 51 - TITLE 38 NURSE PAY/SURVEY

See Master Agreement

ARTICLE 52 - PHYSICAL STANDARDS BOARD

See Master Agreement

ARTICLE 53 - PROFESSIONAL STANDARDS BOARD

Membership on the Professional Standard Board will be reviewed on a bi-annual (every two year) basis. It is important that peer groups are adequately represented.

ARTICLE 54 - PROFICIENCY

A. Employees will be officially notified 90 days prior to the due date for their proficiency.

B. Qualification standards, promotion and special advancement criteria are available to employees through the Nurse Executive Office. Employees are encourage to seek out this information from their supervisor.

C. Employees will be given 60 days to provide information that will be used in the proficiency.

D. Adequate training will be provided to supervisors and managers on meeting the requirements which must be addressed in proficiencies. This is to ensure that pertinent information is provided to the board.

E. Union and Management will encourage mentoring of Title 38 employees to improve retention and upward mobility of these professionals.

ARTICLE 55 - TITLE 38 REPRESENTATION AT BOARDS OR HEARINGS

See Master Agreement

ARTICLE 56 - TITLE 38 VACANCY ANNOUNCEMENT

See Master Agreement

ARTICLE 57 - VETERANS CANTEEN SERVICE

See Master Agreement

ARTICLE 58 - RESEARCH GRANTS

See Master Agreement

ARTICLE 59 - RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

See Master Agreement

ARTICLE 60 - WAGE SURVEYS

See Master Agreement

ARTICLE 61 - DURATION OF THE AGREEMENT

A. This Local Supplement Agreement shall become effective upon ratification by the membership of AFGE Local 498 and approval of the Department of Veterans Affairs and the National AFGE VA Council of Locals. The local parties shall forward the Local Supplement Agreement to their respective party once the ratification of the membership has occurred.

B. The national parties shall review the Local Supplement Agreement within thirty (30) calendar days of its receipt. In the event either of the national parties determine there exists a conflict with the Master Agreement, they shall forward a written document to the respective local and the other national party identifying the conflict for resolution at the local level.

C. The Local Supplement Agreement shall remain in effect for a period of three (3) years from the effective date and be automatically renewed for one (1) year periods thereafter until modified or re-negotiated as provided herein. Each renewal creates a new duration period and new effective date.

D. Either party may re-negotiate the Local Supplement Agreement at the end of its effective date or a renewal period by notifying the other party at least sixty (60) days, but no more than one-hundred twenty (120) days in advance of the end of the effective date or renewal period.

E. The present Local Supplement Agreement shall remain in full force and effect during the renegotiating of this Local Supplement, and until such time as a new Agreement is approved.

F. Either party may request an amendment or modification of this Local Supplement Agreement by notifying the other party in writing. The notice shall state the nature of the amendment or modification. Such notice must be acknowledged in writing within ten (10) days of receipt, and a conference be held within twenty (20) days of acknowledgment.

G. Any amendments or modifications shall remain in effect for the same duration as this Local Supplement Agreement in accordance with the provisions of this Article, and shall become part of this Local Supplement Agreement.