

**Master Agreement**  
**Between Department of Veterans Affairs and Service Employees**  
**International Union**

**ARTICLE I - PURPOSE**

It is the purpose of this Master Agreement to provide an orderly process by which employees in the unit may contribute through SEIU in the formulation and/or implementation of personnel policies and practices affecting them or other matters affecting their general working conditions in a manner that enhances the efficiency of the Agency's operations; that is, the providing of quality service to veterans and their dependents.

**ARTICLE II - PARTIES TO THE AGREEMENT**

**Section 1.** This Agreement, and such amendments or supplements as may be entered into from time to time, is made by and between the Department of Veterans Affairs facilities listed in Appendix I of this Agreement, hereinafter the Employer, and the Service Employees International Union, hereinafter the Union, pursuant to the authority granted in the Civil Service Reform Act of 1978. The Employer and the Union are jointly referred to as the "Parties".

**Section 2.** The Employer recognizes that the Union is the exclusive representative of those employees in the consolidated unit defined in Appendix I of this Agreement.

**ARTICLE III - DEFINITIONS**

For the purposes of this Master Agreement and any other Supplemental Agreements, which may reasonably be expected to flow from the Agreement, the following definitions will apply:

1. Union: The Service Employees International Union
2. Employer: The Department of Veterans Affairs facilities
3. Local: The portion of the union representing employees covered by this Master Agreement assigned to a single facility.
4. Supplemental Agreement: A Collective Bargaining Agreement, subordinate to the Master Agreement, which will serve to further refine the processes as stated in Article I of this Agreement.
5. Employees: Those employees of the Employer covered by the provisions of this Master Agreement.
6. The Act: The Civil Service Reform Act (CSRA) of 1978, also referred to as the Reform Act.

## **ARTICLE IV - LABOR MANAGEMENT RELATIONS COMMITTEES**

**Section 1.** The Department agrees to meet with 10 designated representatives annually to discuss and work towards resolution on items of concern to the parties. The Department agrees to review those items that can not be resolved at the meeting with the intent of future resolution. Local issues are more appropriately addressed at the local level.

**Section 2.** This annual meeting will be held in Washington, D:"C. the union shall request the meeting, with a preliminary agenda, at least four (4) weeks in advance so that arrangements can be made for the designated representatives' absence from their duties. The Department will provide official time, if otherwise in a duty status, and travel and per diem expenses for up to ten (10) designated representatives. Normally the meeting will not exceed one day. Following the submission of the agenda the parties will mutually determine whether the meeting will be extended for an additional day.

**Section 3.** The union will provide management with the names of the union- designated representatives as far in advance as possible, but no later than three weeks in advance of the meeting so that official time, travel and per diem may be arranged as appropriate.

**Section 4.** Realizing that open communication is vital to a healthy labor management relationship, the group will address national concerns raised by SEIU as they occur.

**Section 5.** Representatives of each party at the local level will meet on a regular basis to discuss labor management issues. Such meetings should be held monthly, quarterly, or as local parties agree. Each party shall submit a list of subjects they wish to discuss normally 10 days in advance of the meeting. Summary minutes reflecting items discussed should be prepared unless mutually agreed otherwise. These meetings will be conducted during regular duty hours with Union representatives authorized official time if otherwise in a duty status. Additional arrangements concerning these meetings may be negotiated at the local level.

## **ARTICLE V - PARTNERSHIP**

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This Article sets forth the minimum standards for Partnerships in VA facilities represented by SEIU. The Employer and the Union at a local facility may continue any existing partnership language or establish language that meets or exceeds these minimum standards.

**Section 1.** In accordance with E.G. 12871, the employer and union will bargain on the numbers, types, grades of employees and positions assigned to any organizational sub-division, work project, tour of duty, and the technology, methods and means of performing work. Further management-will not use 5 U.S.C. 7106(a) as a means of circumventing its 5 U.S.C. 71 06(b)(1) bargaining obligations under this Agreement. In the event E.G. 12871 is rescinded and the employer chooses not to bargain 5 U.S.C. 7106(b)(1) either party may re-open this Article to address the 7106(b) issues. However agreements reached during the effective term of this Master Agreement will remain in effect unless changes are negotiated.

### **Section 2 - Principles**

Partnership involves the design, implementation, and maintenance of a cooperative working relationship between labor and management through maximum pre-decisional involvement in order to achieve common goals, Management and union leadership must be committed to the principles upon which Partnership is based in order for this effort to be successful.

Management and Labor shall be committed to work to establish and improve effective Partnerships which are designed to ensure a quality work environment for employees, more efficient administration of VA programs, and improved service to veterans. Should the Department determine that it will create or pilot Partnerships at the intermediate level (i.e., a level between local facilities and the national level) then SEIU will be brought into the process. The principles which guide this effort include:

- A. Pre-decisional involvement,
- B. Shared responsibility,
- C. Identification of problems
- D. Sharing of information,
- E. Finding solutions,
- F. Reaching joint agreements and making joint recommendations,
- G. Use of alternate dispute resolutions, interest-based problem-solving techniques, and facilitation.
- H. Consideration of the interests of both parties.
- I. Union and management working together on appropriate committees and work groups to address issues of mutual interest. The Union will have the right to select its representative for such committees and work groups,
- J. Cooperation.
- K. Mutual respect.
- L. Open communication,
- M. Trust,
- N. Minimizing or eliminating collective bargaining disputes, and
- O. Publicizing partnership successes at all levels.

By mutual consent, the parties may fulfill the collective bargaining obligation through Partnership.

### **Section 3 - Training**

To achieve optimum results from partnership, the best interest of both parties are served by continual and joint L/M training. The need for the type of training will be determined by the Partnership Council at the facility level. All costs for such training will be paid by the Employer.

## **Section 4 - Duty Status**

While participating in the Partnership activities, all bargaining unit members will be considered on duty status and not on official time. In the event these activities are conducted beyond normal duty hours, members will be compensated in accordance with applicable law. The Department of Veterans Affairs will be responsible for appropriate travel and per diem expenses in connection with Partnership activities for the union representatives. In those VISNs where there is more than one SEIU covered facility, at least half of the union representatives must be bargaining unit employees in order for non-bargaining unit members to receive reimbursement of travel and per diem.

**Section 5.** The structure, nature, scope and operation of partnerships will be jointly determined by the employer and the union officials in accordance with the principals in Section 2. All partnerships will use consensus decision making and will consist of equal numbers of union and management members. Top management and union leaders should fully participate in the activities of partnerships, preferably as members of the partnership council.

## **ARTICLE VI - LOCAL BARGAINING**

**Section 1.** In keeping with the spirit of Article I of this Agreement, it is mutually agreed that the interests of the parties to this Master Agreement will best be served by the continuation of local bargaining relationships between management at each facility in the consolidated unit and each local of the Union. Local agreements in effect at the time this master contract is approved will continue in effect in their entirety and may be renegotiated or amended at appropriate times consistent with their own terms.

**Section 2.** Grievances for consolidated unit employees will be handled in accordance with the terms of those local contracts.

**Section 3.** Local union representatives shall be authorized official time, when otherwise in a duty status, to negotiate local supplemental agreements. The number of union representatives on official time shall not normally exceed the number of representatives designated as representing management during such negotiations.

## **ARTICLE VII - LOCAL OFFICIAL TIME**

**Section 1.** This Article sets forth the minimum standards for official time in facilities represented by SEIU. The Employer and the union at a local facility may continue any existing official time agreement which meets these minimum standards or the parties may establish a new agreement.

**Section 2.** Local union representatives will be permitted a reasonable amount of official time to perform representational functions and functions related to contract administration. A union representative wishing to use official time will notify his/her immediate supervisor. The supervisor must be advised of the general purpose of the request (whether the issue is negotiations, meetings with management or employees or investigation of a

complaint), how the representative may be contacted and the estimated time of return. If the union representative will be delayed beyond the estimated time, he/she will notify the immediate supervisor to arrange additional needed time. The supervisor will also be notified of the return. Such release will not be arbitrarily withheld. If release is not possible at the time requested, due to a work requirement which is pressing, the representative will be released as soon as possible thereafter. The parties at the local level will determine the process to resolve the delay if the request for official time can not be approved at the time requested.

## **ARTICLE VIII- DURATION**

**Section 1.** This Agreement, and any amendments thereto shall become effective upon approval of the appropriate Department Heads in VA Central Office. It shall remain in effect for a period of one year from its effective date and be automatically renewable for one year periods. Each one year period will be a new duration period with a new effective date.

**Section 2.** Either party may request to amend or modify this Agreement by giving written notice to the other party not more than 105 calendar days, and not less than 60 calendar days, in advance of the date the Agreement would otherwise be renewed. Such a request must come from an appropriate official of VACO or from the SEIU National headquarters. The requesting party will provide copies of their proposed amendments to the other party within 15 calendar days of such request. The parties will meet and begin negotiations 60 calendar days after receipt of the proposals. If negotiations are not completed prior to the expiration/renewal date, this Agreement shall remain in full force and effect until a new Agreement is reached. If mutually agreeable to both parties, these time limits may be modified.

**Section 3.** The local agreements referred to in Article VI will be considered as a supplement to this Master Agreement. Such local agreements are subject to the approval of appropriate Department or Staff Office heads. Such approval shall be within 30 days from the date signed locally if it is in accordance with the provisions of applicable law, rule, or regulation, and the terms of this Agreement. If the Department or Staff Office Head does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and shall be binding on the parties subject to the provisions of applicable law, rule or regulation, and the terms of this Agreement. Agreements will be effective upon approval and the duration will begin from the date signed by the approving official. Agreements disapproved and returned to the station for modification must be resubmitted for Central Office review and approved in accordance with this section before they become effective.

## **ARTICLE IX - TERMINATION**

Either party may terminate this Agreement, and/or amendments, at the end of any duration period by notifying the other party at least 60, but not more than 105 calendar days in advance of the date the Agreement would be otherwise renewed. Notice must come from an appropriate VACO official or from a SEIU National Headquarters official.

## APPENDIX I

### VETERANS ADMINISTRATION

and

### SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC

#### UNIT 1

**Included:** All professional employees employed by the Veterans Administration Regional Office in the State of Hawaii.

**Excluded:** All nonprofessional employees, management officials, employees engaged in other than a purely clerical capacity, confidential employees, and supervisors' and guards as defined in Executive Order 11491, as amended.

**Included:** All Registered Nurses employed by the Veterans Affairs Medical Center, Erie, Pennsylvania.

**Excluded:** All other professional employees, nonprofessional employees, intermittent employees, temporary employees with appointments of one year or less, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). (Case BP-RO-20032, 9/10/92)

**Included:** All title 38 full time, part time, intermittent, and temporary pending board action Registered Nurses employed by the Veterans Administration Medical Center, Syracuse, New York, and the Veterans Administration Community Care Center, Syracuse, New York.

**Excluded:** Nurse Practitioners; Nurse Anesthetists; all other professional employees; all nonprofessional employees; management officials; supervisors; and employees described in 5 U.S.C., 7112(b)(2), (3), (4), (6), and (7).

#### UNIT 2

**Included:** All nonprofessional employees of the Veterans Administration Hospital, La Jolla Village Drive, San Diego, California, including the outpatient clinic.

**Excluded:** Management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, interns and residents.

**Included:** All nonprofessional employees employed by the Veterans Administration Regional Office in the State of Hawaii.

**Excluded:** All professional employees, management officials, employees engaged in other than a purely clerical capacity, confidential employees, and supervisors and guards as defined in Executive Order 11491, as amended.

**Included:** All Veterans Administration Lakeside Hospital Employees and Veterans Canteen Service Employees assigned to the Veterans Administration Lakeside Hospital at Chicago, Illinois.

**Excluded:** All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, employees on a temporary limited appointment (not to exceed 180 days), confidential employees and supervisors as defined in Executive Order 11491, as amended.

**Included:** All Veterans Administration West Side Hospital, Chicago, nonprofessional and non-supervisory employees and Veterans's Canteen Service Employees.

**Excluded:** Management officials, supervisors, guards, employees on a temporary limited appointment, Secretaries to the Director, Assistant Director, Chief of Staff, and to the Chief, Personnel Division, and employees engaged in Federal personnel work in other than a purely clerical capacity.

**Included:** All non-supervisory Wage Administration and Canteen employees of Veterans Administration Hospital, Hines, Illinois.

**Excluded:** Professional employees and supervisory Wage Administration and Canteen employees.

**Included:** All General Schedule regular work force employees of Veterans Administration Hospital, Hines, Illinois.

**Excluded:** Guards, firefighters, managerial executives, supervisors, professional employees, and employees engaged in Federal personnel work in other than a purely clerical capacity as defined in Chapter 20, Veterans Administration Manual MP-5, Part 1.

**Included:** All General Schedule (GS) Guards and Federal Protective Officers employed by and assigned to Veteran's Administration Edward Hines, Jr. Hospital, Hines, Illinois,

**Excluded:** Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended.

**Clarified to Exclude:** Position of Program Support Clerk, GS-303-6 at the Veterans Administration Edward Hines, Jr. Hospital, Hines, Illinois (Case No. CH-CU-50060, 8/27/96)

**Included:** All General Schedule and Wage Grade employees at the Veterans Administration Data Processing Center, Hines, Illinois.

**Excluded:** All professional employee, supervisors, secretaries to the Director, Assistant Director, Chief of Staff, Chief, Personnel Division, Managerial employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards.

**Included:** All WG administration employees at the V A Supply Depot, Hines, Illinois.

**Excluded:** All management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards and professional employees.

**Included:** All General Schedule (GS) regular workforce employees, employed at the Veterans Administration Supply Depot, Hines, Illinois.

**Excluded:** All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). (Case 5-RO-60015, 10/1/86)

**Included:** All GS regular work force employees employed by and assigned to VA Marketing Center, Hines, Illinois.

**Excluded:** Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended.

**Included:** All regular full and part-time non-professional, non-supervisory General Schedule and Excepted Service employees of the Veterans Administration Hospital located at 1481 West 10th Street, 2061 Cold Spring Road, and 36 South Pennsylvania Street, Indianapolis, Indiana.

**Excluded:** All professional General Schedule and Excepted Service employees, all temporary full-time nonprofessional General Schedule and Excepted Service employees (those employed for 90 days or less, non-recurring or for a period not to exceed 180 days based on a specific event, non-recurring), all temporary part-time, non-professional General Schedule and Excepted Service employees (90 days or less, non-recurring), all wage grade employees, student residents and interns, on-call employees, supervisors, management officials, employees engaged in Federal personnel work other than clerical, and security guards as defined in Executive Order 11491.

**Included:** All Full-time and Regular Part-time Wage Grade and Canteen Employees of the Indianapolis VA Hospital, 1481 West 10th Street and 2600 North Cold Spring Road, Indianapolis, Indiana.

**Excluded:** All General Schedule Employees, Professional Employees, Guards, Supervisors, Managerial Officials and Employees engaged in Federal personnel work in other than a purely clerical capacity as defined in Executive Order 11491.

**Included:** All regular and part-time employees performing Police Officer duties at V A Medical Center - 1481 West Tenth Street and 2600 Cold Spring Road, Indianapolis, IN 46202.

**Excluded:** All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). (Case CH-RO-20047, 11/2/92)

**Included:** All non-supervisory wage board employees in Building Management Division, Engineering Division, Supply Division, Dietetic Service, and Canteen Service, 1500 Woodrow Wilson, Jackson, Mississippi.

**Excluded:** Management officials, all supervisors, any employee engaged in personnel work other than in a purely clerical capacity, and guard, professional employee, any non-wage board employee, temporary or casual employee.

**Included:** Nonprofessional, non-supervisory employees of Veterans Administration Hospital, Albany, New York.

**Excluded:** All professional employees as defined in paragraph I.e., Chapter 20, Section A, Veterans Administration Manual MP-5; all supervisory employees as defined in paragraph I.f., Chapter 20, Section A, Veterans Administration Manual MP-5, and as further defined in the Election Agreement between the Veterans Administration Hospital, Albany, New York and Local 200; the Secretaries to (the Hospital Director, Assistant Hospital Director, Chief of Staff and Chief, Personnel Division, any managerial executive; employees on temporary limited appointments; and any employee engaged in Federal personnel work other than a purely clerical capacity .

**Included:** Nonprofessional and non-supervisory employees of the Veterans Administration Hospital, Buffalo, New York.

**Excluded:** All professional employees such as physician, dentists, nurses, dieticians or other employees whose professional, scientific or technical duties customarily require graduation from a college or university of recognized standing. All supervisors as defined in MP-5, Chapter 20, Section A, paragraph IF; the Secretaries to the Director, Assistant Director and Chief, Personnel Division; any managerial executive; and employees on temporary limited appointments.

**Included:** All nonprofessional, non-supervisory employees of the Veterans Administration Hospital, Canandaigua, New York.

**Excluded:** Title 38 employees and other professional employees as defined in paragraph Ie, Chapter 20, Section A, Veterans Administration Manual MP-5; any managerial executive; any employee engaged in Federal personnel work other than a merely clerical capacity; the Secretaries to the Director, Assistant Director, Chief of Staff, Administrative Assistant to the Chief of Staff and Chief, Personnel Division; and employees on temporary or time limited appointments.

**Included:** All nonprofessional and non-supervisory employees of the Veterans Administration Hospital, Syracuse, New York.

**Excluded:** All professional employees as defined in paragraph Ie, Chapter 20, Section A, Veterans Administration Manual MP-S, Part I. All Supervisory employees as defined in paragraph If, Chapter 20, Section A, Veterans Administration Manual MP-S, Part I. All Wage Administration employees (W A) who are classified less than level II supervision are considered as non-supervisory. All Classification Act (GS) employees below the Section Chief level are considered as non-supervisory. The Secretaries to the Director and Assistant Director. Any managerial executive. Employees on temporary limited appointments. Any employee engaged in Federal Personnel work other than a purely clerical capacity.

**Included:** Employees of the Veterans Administration Hospital, Erie, Pennsylvania in all job categories with the following exceptions:

**Excluded:** All professional employees as defined in paragraph I.e., Chapter 20, Section A, of the Veterans Administration Manual MP-S. All supervisory employees in Wage Administration classified as having supervisory responsibility at Level II and above; all supervisors in the General Schedule Series classified as unit chiefs and

above. The secretaries to the Director, Assistant Director and Chief, Personnel Division. Any managerial executive. Employees on temporary limited appointments. Any employee engaged in Federal personnel work other than in a purely clerical capacity.

**Included:** All non-supervisory wage board employees at the Veterans Administration Center, Wood, Wisconsin.

The parties have entered into this agreement on the 20<sup>th</sup> day of May .

For the Department of Veterans Affairs:

For Service Employees International Union

Norman E. Jacobs  
Chief Spokesperson

Sheila Velazco  
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Larry Berkeley  
Veterans Health Administration

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**Approved:**

Kenneth J. Clark  
Chief Network Officer

Joseph Thompson  
Under Secretary for Benefits

D. Mark Catlett  
Acting Assistant Secretary for Management.

**EFFECTIVE DATE OF AGREEMENT** JUN 15.1998