

Local Supplemental Agreement (LSA) Ground Rules of Negotiating Team

Preamble

- 1) These ground rules are entered into by the John J. Pershing VA Medical Center (hereinafter referred to as the Agency) and the American Federation of Government Employees Local 2338 (hereinafter referred to as the Union).
- 2) These ground rules shall govern the procedures for negotiating a Local Supplemental Agreement between the Agency and the Union for all bargaining unit employees assigned to or located at John J. Pershing VAMC or associated Community Based Outpatient Clinics (CBOCs). The parties may amend, only in writing, any provisions of these ground rules or any initialed article by mutual consent.
- 3) Participants enter the proceedings in good faith in an effort to reach a speedy and amicable agreement. Participants agree to fully participate in the discussion and explore alternatives and solutions for conflicting concerns. All participants agree to openly exchange information to the fullest extent practical.

Procedures

- 1) Both teams will come to negotiations with at least one member authorized to bind his/her party, execute and memorialize the agreement under these ground rules. The parties agree that all members of the negotiating teams have the requisite authority to negotiate on behalf of their respective party.
- 2) All sessions will be conducted face to face at mutually agreed dates, times and places. However, initial proposals by both parties may be shared via email to allow each side to review and consider counter proposals. VTEL or similar equipment may be utilized to accomplish this for specific meetings only if the members are not present on station or agreed upon by both chief negotiators.
- 3) Each bargaining team shall designate one bargaining committee member to act as Chief Negotiator/Primary spokesperson. Members of either negotiation team may express opinions, share ideas, suggest options and provide additional information.

Statements of individual team members shall not constitute a proposal, counterproposal or rejection of a proposal. There is no implied commitment by any party when brainstorming during negotiations.

- 4) Each party of this agreement will name a chief Negotiator for these supplemental negotiations. The Chief Negotiator has the following authority:
 - i. Establish a mutually-agreed upon schedule and location for bargaining.
 - ii. Has the authority to call caucuses and recesses.
 - iii. Has the authority to initial off on agreed upon Articles. Once an Article is agreed upon, it will not be reopened unless by mutual consent.
 - iv. Provide the other party with the names of the designated negotiators and designated alternates prior to commencement of negotiations.
 - v. Will notify the other party if there is an intention to use a Subject Matter Expert (SME) and /or Technical Advisor (TA) in bargaining.
 - vi. If necessary, will request mediation through the Federal Mediation and Conciliation Service (FMCS) after thorough discussion between the parties.
- 5) Each party will name five (5) bargaining team members, including the chief negotiator. There must be a minimum of three (3) members on each team for bargaining to take place, which must include the Chief Negotiator. The union must provide the agency with a minimum of two (2) week of need for any team member to ensure the agency can make any necessary operational adjustments to accommodate request . The agency will utilize all options to ensure team members are available including, but not limited to, coverage from other departments and compacting demand. In rare circumstances, the agency reserves the right to deny involvement based on operational need. Both the agency and the union acknowledge the needs of Veteran care will always supersede the need to bargain. Scheduled bargaining sessions shall be rescheduled within 48 hours, and to occur no later than two weeks from originally scheduled meeting, if such instances occur. Should bargaining not be able to occur as scheduled, assigned bargaining team members will return to their regular duties as assigned.

- 6) All official proposals and counter proposals shall be submitted in writing, with sufficient copies for all members. Mutually agreed upon changes to respective Articles, or sections within Articles, will be made face-to-face with initials from both lead negotiators. Once an Article, or section within an Article, is agreed upon, it will not be reopened unless by mutual consent.
- 7) All proposals and counter proposals shall be made through the Chief Negotiator.
- 8) Either party may submit new or additional proposals at any time during negotiations.
- 9) These Ground Rules may be modified by mutual consent. Any change or waiver of any ground rule will be reduced to writing, signed and dated by both parties' Chief Negotiators.
- 10) Both parties may change team members during the negotiations. The union must provide the agency with a minimum of two (2) week notice of need for any team member to ensure the agency can make any necessary operational adjustments to accommodate request. The agency will utilize all options to ensure team members are available. In rare circumstances, the agency reserves the right to deny involvement based on operational need. Both the agency and the union acknowledge the needs of Veteran care will always supersede the need to bargain. Scheduled bargaining sessions shall be rescheduled within 48 hours, and to occur no later than two weeks from originally scheduled meeting, if such instances occur per agreement. -Should bargaining not be able to occur as scheduled, assigned bargaining team members will return to their regular duties as assigned.
- 11) Management will be responsible to notify the appropriate supervisor of the negotiation team members and provide each with a copy of the ground rules.
- 12) Both parties shall endeavor in good faith to meet on agreed upon times, but it is recognized that from time to time it may be necessary to postpone a meeting due to pressing obligations. Both Chief Negotiators will agree upon an acceptable date and time within 48 hours; however, the rescheduled meeting need not occur within 48 hours of the cancelled meeting.
- 13) Each party may designate an alternate Chief Negotiator who may act in the absence of the Chief Negotiator.

14) Both parties will agree upon a single, objective note taker that will read back prior to adjournment of each meeting what was agreed upon, what actions are pending, etc. to ensure there is minimal miscommunication. Either party may elect to utilize a Technical Advisor as part of the negotiation process. The Technical Advisory will be on official time not to be counted against the regular allocated official time for the local. The agency will utilize all options to ensure team members are available. In rare circumstances, the agency reserves the right to deny involvement based on operational need. Both the agency and the union acknowledge the needs of Veteran care will always supersede the need to bargain. Scheduled bargaining sessions shall be rescheduled within 48 hours, and to occur no later than two weeks from originally scheduled meeting, if such instances occur per agreement. Should bargaining not be able to occur as scheduled, assigned bargaining team members will return to their regular duties as assigned.

Preparation:

1) Bargaining team members will be on official time not counted against the local allocation during negotiations and while engaged in agreed upon time spent in preparation and research. When such time is deemed necessary by the chief negotiator for the union, he/she will submit a request for that time to the chief negotiator for the Agency. If approved by the chief negotiator for the Agency, the union team members will be responsible for scheduling use of the time with their supervisor. In the event the supervisor is non-responsive to the request, both chief negotiators will work together to resolve the issue. The allocation of time will be provided to the agency's chief negotiator. The preparation and research time need will be negotiated by both chief negotiators prior to commencement of negotiation sessions. At the Union's discretion, they may choose who they need to be included in their preparation, but will provide a minimum of two week notice to the Chief negotiator and the employee's supervisor. However, in rare circumstances, the employee's supervisor may elect not to approve absence from assigned duties if operational needs are not met and/or patient care is affected. The agency will utilize all options to ensure team members are available. Both

the agency and the union acknowledge the needs of Veteran care will always supersede the need to bargain. Each employee will be responsible for recording and reporting their time as per agreement. If additional research and preparation is needed above the negotiated time, the union's chief negotiator will submit a justification request for additional time to the chief negotiator for the Agency for concurrence. Union officials on allocated official time during the negotiation activities will have those hours returned to the local bank of hours. Any hours returned may be utilized by other members of the union.

Initial Proposal:

- 1) The facility will submit its initial proposal within 60 days of the signing of the ground rules. The union will submit its initial proposals no later than 60 days after the agency submits its initial proposal. Either party may submit additional proposals thereafter. The first bargaining session will begin no later than 60 days (no later than 180 days from signing of ground rules) after the union submits their counter/initial proposal. The effective date of the ground rules is the date they are signed by both parties.

Representatives:

- 1) The union and the agency will designate five (5) primary representatives on its negotiating team. The union representatives will be on official time. In the event that a member of either side is unable to attend a bargaining session due to unavoidable circumstances, neither side will be asked to reduce their number of negotiators; however, both the agency and union will strive to have three (3) representatives at all times and can elect to use an alternative. The union must provide the agency with as much advance notice as possible to use an alternate in order to make operational adjustments if possible. The designated union negotiators will be on official time for all time spent during negotiations. Official time will include attendance at the third party proceedings and all other related duties, such as preparation time and preparation time spent developing and drafting proposals and travel to and from the negotiation site.

- 2) The parties will provide a list of its negotiating team members at the earliest time known, but no later than 15 days after signing Ground Rules. If needed, either side may ask for the following information :
 - a) Designation of Chief Negotiator
 - b) Designation of Alternate Chief Negotiator (Optional)
 - c) Titles of each member
 - d) E-mail address of each member
 - e) Telephone number of each member
- 3) Official time that would be otherwise used by an official participating in the LSA is transferable to another Union Official.
- 4) Each team may designate alternates, who will participate in the negotiations in the absence of any team members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute. In an unavoidable absence situation, the union must notify the agency as far in advance as possible if the union elects to substitute for the absence to allow the agency time to make operational adjustments. The agency will utilize all options to ensure team members are available. In rare circumstances, the agency reserves the right to deny involvement based on operational need. Both the agency and the union acknowledge the needs of Veteran care will always supersede the need to bargain. Scheduled bargaining sessions shall be rescheduled within 48 hours, and to occur no later than two weeks from originally scheduled meeting, if such instances occur per agreement. Should bargaining not be able to occur as scheduled, assigned bargaining team members will return to their regular duties as assigned. Alternates will be on Official time for caucus days and not to be counted against allotted official time.

Role of Observers:

- 1) The Chief Negotiator may permit observers to attend Local Supplemental negotiation sessions. Employees may attend as observers on duty time, with their supervisor's approval. These observers will not participate in discussions and will otherwise abide by all the ground rules agreed upon by the parties.

- 2) National Representatives from both parties may attend any and all negotiating sessions as observers.
- 3) Chief Negotiators may mutually agree upon observers for each session.

Subject Matter Expert:

- 1) Subject Matter Experts may participate in informative discussion with both parties at the table. Subject Matter Experts who are employees will be on duty time.

Services and Facilities:

- 1) To ensure effective achievement of the goals of the negotiations, the Chief Negotiators will work together to ensure that adequate administrative support is available to all team members. The Agency will provide adequate meeting space (main campus or Cripple Creek only), caucus facility, computer support and other required administrative support to both teams. The parties agree that the current space allocated for the union offices and conference room, along with all equipment provided will normally meet the intent of this paragraph for the union team. If additional space/equipment is required, the issue will be addressed by the Chief Negotiators.
- 2) In the event that the union or agency needs to involve employees located in areas other than the main campus or Cripple Creek, the agency and union agree to utilize technology (e.g., phones, V-Tel, Microsoft Lync) to reduce travel costs to the agency. If technology cannot meet the needs of either party, travel and per diem expenses associated with the negotiation process will be the responsibility of the agency.
- 3) The union and the agency may independently seek the feedback from employees regarding their suggestions for Articles or sections within Articles.

Negotiation Process:

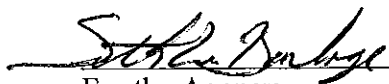
- 1) All agreements reached at the negotiation table shall be immediately initialed and dated by the chief negotiator of each team. However, conditional agreements will not be initialed until after conditions have been agreed upon by both sides. Initialed copies will be made available to each respective team member by the end

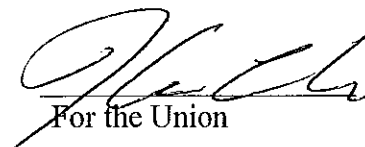
of each session. Initialed proposals may only be changed through mutual agreement. Until the LSA bargaining is officially completed, no agreed upon changes to any Article will take effect until LSA is reviewed and approved nationally by VA Headquarters and the National Veterans Administration Council (NVAC).

- 2) A claim on non-negotiability will not be made until the parties explore alternative language that will achieve the purpose of the proposal and would not render the proposal outside the scope of bargaining. If alternative language is not obtained, each party is free to take the appropriate action.
- 3) Prior to declaring an impasse on any article at the bargaining table, each party must present its last, best and final offer in writing. If no agreement can be reached by the parties, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested within 5 days of declaring an impasse. Both parties agree that if an impasse is declared, there will be no implementation of anything in front of a third party, until after the impasse has been heard and a decision rendered.
- 4) Any member can request a process check at any time when it is believed the team is straying from the issue at hand.
- 5) The Parties will strive to make the language clear, simple and understandable. The parties will attempt to draft language so that all bargaining unit employees and supervisors will understand and recognize the responsibilities of the Agency, the Union and the employees.
- 6) If voluntary arrangements, including the services of the FMCS or any other third party fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel (FSIP) to consider the matter. Final action of the FSIP shall be binding upon the parties by notice being served upon the parties. The action shall be binding on the parties during the term of the their labor-management agreement, unless the parties mutually agree otherwise.
- 7) The above procedures do not preclude either party from presenting a substantive counter-proposal at any stage of the procedures in the interest of reaching an agreement.

Negotiation Schedule:

- 1) Negotiations will be scheduled during the administrative work week. No negotiations will be scheduled on federal holidays.
- 2) Once the agency provides the union with their initial proposal within sixty (60) days of signed ground rules, and once the union has had time to review and prepare their counter proposal (w/in sixty (60) days), both parties agree to meet no later than 60 days (no later than 180 days from signing of ground rules) after the union submits their counter/initial proposal. Meetings will take place every other week on Thursdays from 12:30 to 4:30p.
- 3) Union negotiators will be placed on a work schedule commiserate with required participation during the negotiations and will not be prohibited from working overtime.
- 4) Within sixty (60) calendar days following ratification of the LSA, Supervisors and Stewards will be jointly trained regarding the terms and conditions of the new agreement. Both parties will meet within thirty (30) days of ratification to develop training material. Cost of training material will be borne by the agency. Development of training and training sessions will be on duty time.
- 5) The agency will place a signed electronic copy on its local intranet (and possibly a SharePoint location), and provide all employees with the link the locations within 30 days of ratification. All future employees will receive a copy of the LSA during New Employee Orientation (NEO) by a designated management official with signature receipt required and provided to the union.
- 6) Current MOU's will be incorporated into the Local Supplement Agreement.
- 7) Once an agreement is reached and signed, it will remain in full force and effect.


For the Agency 1-15-15
Date


For the Union 1-15-15
Date